

Bus 241 - Fall 2011 -- - Final Exam

You have 120 minutes to complete this examination. This is a OPEN book exam. YOU MAY ONLY USE YOUR TEXTBOOK. All other study materials, including back packs and purses, must be placed on the floor. NO OLD EXAMS OR PRACTICE EXAMS SHOULD BE VISIBLE. FAILURE TO FOLLOW THESE DIRECTIONS MAY RESULT IN YOU RECEIVING A ZERO SCORE FOR THE FINAL

Please be sure to answer all questions on the exam. There are EIGHTEEN (18) pages and 170 questions to this exam -- 81 True False, and 89 multiple choice. Count to make sure that you have all the pages and review your exam to make sure that you do not miss answering any pages or questions of the exam.

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

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

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

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

You must use a number 2 pencil when filling out the exam. Failure to use a pencil will result in a 5 point penalty. There are two versions to this exam. You must indicate "1" in special codes for version A and "2" in special codes for version B, AND "3" for version C. Failure to provide this information on your answer sheet will result in 10 point penalty. You must put your student id number in where the answer sheet provides for "social security number" Failure to follow these directions will result in a 10 point penalty.

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

True/False

Indicate whether the statement is true or false.

- _____ 1. An illusory promise is a promise that is enforceable without consideration.
- _____ 2. Conversion cannot occur when a person mistakenly believes that he or she is entitled to the goods.
- _____ 3. Business ethics focuses on ethical behavior in the business world.
- _____ 4. Remedies in equity include injunctions and decrees of specific performance.
- _____ 5. Ordinarily, the remedy for a seller's breach of a contract for a sale of real estate is damages.
- _____ 6. Whether a contract with an unlicensed professional is enforceable depends on the purpose of the statute that requires the license.
- _____ 7. The purpose of the doctrine of election of remedies is to permit double recovery.
- _____ 8. Corporations can be perceived as owing ethical duties to groups other than their shareholders.
- _____ 9. In an employment contract, a covenant not to compete can be enforceable.
- _____ 10. A contract to do something that is prohibited by statutory law is void.
- _____ 11. The Constitution expressly excludes state regulation of commerce.
- _____ 12. An invitation to negotiate—"can you afford this?"—is an offer.
- _____ 13. The courts can decide whether the other branches of government have acted within the scope of their constitutional authority.
- _____ 14. Thinking about killing someone constitutes the crime of attempted murder.
- _____ 15. The United States Supreme Court has original jurisdiction in rare instances.
- _____ 16. Ordinarily, "ignorance of the law is an excuse," or a valid defense to criminal liability.

Name: _____

ID: A

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

Name: _____

ID: A

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

Name: _____

ID: A

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

____ 80. Under the UCC, an offeree can accept an offer to buy goods by a prompt promise to ship the goods.

____ 81. Under the UCC, the meaning of any agreement must be interpreted in light of commercial practices.

Multiple Choice

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

____ 82. 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. a federal court.
- b. a state legislature.
- c. Congress.
- d. none of the choices.

____ 83. Myra claims that a Nebraska state statute infringes on her "procedural due process" rights. This claim focuses on

- a. the similarity of the treatment of similarly situated individuals.
- b. the steps to be taken to protect Mary's privacy.
- c. procedures used in making decisions to take life, liberty, or property.
- d. the content of the statute.

____ 84. Jill and Karl contract for the sale of Jill's horse for \$1,000. Unknown to either party, the horse has died. Karl is

- a. entitled to another horse of equivalent value.
- b. required to pay because she assumed the risk the horse might die.
- c. not required to pay due to the *unilateral* mistake.
- d. not required to pay due to the *mutual* mistake.

____ 85. Lester and Myrtle want to rescind their contract under which Lester sold an MP3 player for \$40. To rescind the contract

- a. Lester must return the \$40 only.
- b. the parties can keep the "benefits" of their bargain.
- c. Lester must return the \$40 and Myrtle must return the player.
- d. Myrtle must return the player only.

____ 86. Fidelio Corporation enters into a contract with Equi Insurance, Inc., to obtain health insurance for Fidelio employees. Equi breaches the contract. If Fidelio is awarded compensatory damages, the purpose would be to

- a. provide Fidelio with funds for a foreseeable loss beyond the contract.
- b. provide Fidelio with funds for its loss of the bargain.
- c. establish, as a matter of principle, that Equi acted wrongfully.
- d. punish Equi and set an example to deter others from similar acts.

____ 87. To avoid liability for intentional injuries, Northwest Power Corporation includes in its contracts an exculpatory clause. This is

- a. enforceable if the other parties have equal bargaining power.
- b. not enforceable.
- c. enforceable if the other parties consent to it.
- d. enforceable if the other parties are protected from liability.

- _____ 88. Kay carelessly bumps into Lyle, knocking him to the ground. Kay has committed the tort of negligence
- under no circumstances.
 - under any circumstances.
 - only if Lyle is injured.
 - only if Lyle is not injured.
- _____ 89. Vince files a suit against Will. Vince and Will meet, and each party's attorney argues the party's case before a judge and jury. The jury presents an advisory verdict, after which the judge meets with the parties to encourage them to settle their dispute. This is
- a mini-trial.
 - early neutral case evaluation.
 - court-ordered arbitration.
 - a summary jury trial.
- _____ 90. Halley, a lawyer on the staff of International Group, applies the utilitarian theory of ethics in business contexts. Utilitarianism focuses on
- the consequences of an action.
 - the nature of an action.
 - moral values.
 - religious beliefs.
- _____ 91. Berkie's bicycle is damaged in an accident caused by Imogene. Berkie agrees not to sue Imogene if she will pay for the damage. If she fails to pay, Berkie can bring an action for breach of contract. This is
- a covenant not to sue.
 - a release.
 - an illusory promise.
 - an accord and satisfaction.
- _____ 92. An anonymous person posts online a defamatory message about Dewitt. Not knowing the poster's identity, Dewitt files a suit against "John Doe." Using the authority of the court, Dewitt can obtain from the poster's Internet service provider
- the identity of the poster.
 - damages.
 - an apology.
 - none of the choices.
- _____ 93. Karif orally agrees to buy a unique collection of sports memorabilia for \$1,000 from Jane and sends her \$250 as a down payment. When Karif sends her the rest of the price, Jane refuses to ship the collection. Karif should seek
- rescission.
 - specific performance.
 - reformation.
 - damages.
- _____ 94. Crosby believes that he and Dakota agreed he would act as her personal sports trainer for seven workout sessions. In a later dispute, the existence of any contract can be judged by
- what the plaintiff claims was the parties' intent.
 - what the defendant claims was the parties' intent.
 - what the parties agree they intended.
 - the parties' statements at the time of their alleged contract.

- _____ 95. Mariah wins her suit against Variety Products Company. Variety's best ground for appeal is the trial court's interpretation of
- a. the dealings between the parties before the suit.
 - b. the conduct of the witnesses during the trial.
 - c. the credibility of the evidence that Mariah presented.
 - d. the law that applied to the issues in the case.
- _____ 96. 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. unethical but not illegal.
 - b. legal and ethical.
 - c. illegal and unethical.
 - d. illegal but not unethical.
- _____ 97. 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.
- _____ 98. Flo tells Gregor that she will buy his textbook from last semester for \$65. Gregor agrees. Flo and Gregor have
- a. a quasi contract.
 - b. an express contract.
 - c. an executed contract.
 - d. an implied contract.

Fact Pattern 3-1A

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

- _____ 99. Refer to Fact Pattern 3-1A. The sheriff serves Nan with a summons. If Nan chooses to ignore it
- a. Mac will have a judgment entered in his favor.
 - b. Nan will have a judgment entered in her favor.
 - c. Nan must be served with a second summons.
 - d. Mac must file an amended complaint.
- _____ 100. 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
- a. damages only.
 - b. fines or imprisonment only.
 - c. damages, fines, or imprisonment.
 - d. nothing.

Fact Pattern 2-1A

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

- ____ 101. Refer to Fact Pattern 2-1A. If Java and Kaffe have a long-standing business relationship that they would like to continue, a preferred method of settling their dispute may be mediation because
- the process is not adversarial.
 - the resolution of the dispute will be decided an expert.
 - the dispute will eventually go to trial.
 - the case will be heard by a mini-jury.
- ____ 102. Refer to Fact Pattern 2-1A. Resolving the dispute between Java and Kaffe by having a neutral third party render a binding decision is one of the advantages of
- conciliation.
 - intervention.
 - arbitration.
 - mediation.

Fact Pattern 1-1A

The Texas Supreme Court decides the case of *Livewire Entertainment Co. v. Power Play Corp.* Of nine justices, six believe the judgment should be in Livewire's favor. Justice Bellamy, one of the six, writes a separate opinion. The four justices who believe the judgment should be in Power's favor join in a third separate opinion.

- ____ 103. Refer to Fact Pattern 1-1A. Bellamy's opinion is known as
- a concurring opinion.
 - a dissenting opinion.
 - a *per curiam* opinion.
 - a majority opinion.
- ____ 104. Rashad accesses Quant Company's computer system without authority to obtain protected financial data. Under federal law, this is
- a felony if Quant brings a civil suit against Rashad.
 - a felony if it is committed for a commercial purpose.
 - not a crime.
 - a crime, but not a felony.
- ____ 105. A federal statute regulates an employment practice. To resolve a dispute concerning the practice, Paula, a judge, will most likely apply
- a common law doctrine that applies to other, different practices.
 - the statute.
 - a common law doctrine that applied before the statute was enacted.
 - Paula's personal philosophy of law.
- ____ 106. Vacation Vistas, Inc., agrees to sell certain acreage to Umiko, who intends to develop a destination resort. Vacation Vistas repudiates the deal. Umiko sues Vacation Vistas and recovers damages. She can now obtain
- specific performance of the deal.
 - damages representing restitution.
 - an amount in a quasi-contractual recovery.
 - nothing more.

- ____ 107. Garland publishes a book titled *Half Pipe, Full Throttle*, which includes a chapter from Ian's copyrighted book *Snowboarder*. Garland's use of the chapter is actionable provided
- Garland's use is intentional.
 - Garland does not have Ian's permission.
 - consumers are confused.
 - Garland's use reproduces Ian's chapter exactly.
- ____ 108. Phil enters into a contract with Quality Resorts, Inc., to work as a chef. Under the plain meaning rule, the meaning of this contract must be determined by reference to
- any relevant extrinsic evidence.
 - the later testimony of the parties.
 - the face of the instrument.
 - any available evidence.

Fact Pattern 14-1A

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

- ____ 109. Refer to Fact Pattern 14-1A. Most likely, Linea may
- obtain damages from HLI.
 - recover nothing.
 - set aside the settlement with HLI.
 - obtain damages from Newt.
- ____ 110. Refer to Fact Pattern 14-1A. In terms of the impact on Linea's agreement with HLI, Newt's misdiagnosis is
- an expert's puffery.
 - a mistake of fact.
 - negligent misrepresentation.
 - innocent misrepresentation.
- ____ 111. Gail is a "payday" lender charged with filing false claims in bankruptcy proceedings against her debtors. The standard of proof to find a defendant who has been charged with a crime guilty is
- beyond a reasonable doubt.
 - beyond all doubt.
 - clear and convincing evidence.
 - a preponderance of the evidence.
- ____ 112. Ric designs a new computer hard drive, which he names "Sci Phi." He also writes the operating manual to be included with each final product. Ric could obtain patent protection for
- the hard drive, the name, and the operating manual.
 - the name only.
 - the hard drive only.
 - the operating manual only.
- ____ 113. Even-Flo Hydraulics enters into a contract to repair valves and fittings in Fiesta Company's plant. If Even-Flo breaches the contract, Fiesta can
- do nothing but temporarily suspend operations and wait.
 - sue Even-Flo for damages.
 - file a criminal complaint against Even-Flo.
 - do nothing but make a deal with a different service provider.

- ____ 114. Chris, a minor, signs a contract to buy alcoholic beverages for Dine & Drink, his parents' restaurant. The contract is
- void as a matter of law.
 - void unless it is also signed by Ed, the manager of Dine & Drink.
 - valid but may not be disaffirmed.
 - valid but may be disaffirmed.
- ____ 115. 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.
 - under no circumstances—the shove was not a battery.
 - if the shove was offensive.
 - if Ogden acted out of malice.
- ____ 116. In an emergency situation, Milena, an emergency medical technician, renders aid to Lothar, who needs help. Lothar would most likely be prohibited from suing Milena for negligence under
- a social host statute.
 - no circumstances.
 - any circumstances.
 - a Good Samaritan statute.

Fact Pattern 9-1A

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

- ____ 117. Refer to Fact Pattern 9-1A. Minka's secretly installed software allows her to forward transmissions from her unauthorized network to even more systems. This network is
- a bot.
 - a botnet.
 - a hacker.
 - a worm.
- ____ 118. 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.
 - any interested third party, such as a janitorial supplies provider.
 - Kirk.
 - none of the choices.
- ____ 119. The Securities Exchange Commission is an administrative agency. The chief purpose of such agencies is to
- impose uniform laws on the states.
 - perform specific government functions.
 - standardize laws for the executive and judicial branches.
 - act as liaisons between federal and state governments.

- _____ 120. Sights Unseen, Inc., (SUI) sells scopes with distinctively designed and made lenses and mirrors to scientists. Telescopes, Etc. Corporation later begins to sell scopes with identical set-ups of lenses and mirrors, without SUI's permission, to consumers. This is most likely
- trademark infringement.
 - copyright infringement.
 - patent infringement.
 - none of the choices.
- _____ 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 courts have exclusive jurisdiction.
 - state courts have exclusive jurisdiction.
 - no court has jurisdiction.
 - federal and state courts have concurrent jurisdiction.

Fact Pattern 3-3A

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

- _____ 122. Refer to Fact Pattern 3-3A. If Moe decides to appeal to a state appellate court, Moe's attorney must file, with the clerk of the *trial* court within a prescribed period of time
- the judgment order from which the appeal is taken.
 - a transcript of the trial and copies of the exhibits.
 - a notice of appeal.
 - a formal refusal to abide by the verdict.
- _____ 123. Refer to Fact Pattern 3-3A. If Moe appeals to, and files a brief with, a state appellate court, Liz's attorney may file within a prescribed period of time
- an answering brief.
 - a responding motion for judgment on the brief.
 - a request for a deposition.
 - an advisory interrogatory.
- _____ 124. Ellen publishes a book titled *First Place*, which includes a chapter from Frank's copyrighted book *Great NASCAR Drivers* without his permission. Ellen's use of the chapter is actionable
- only if Ellen and Frank are competitors.
 - regardless of whether consumers are confused or Ellen and Frank are competitors.
 - only if consumers are confused *and* Ellen and Frank are competitors.
 - only if consumers are confused.
- _____ 125. Damon contracts to repair the turf on a soccer field for Carousel Sports Park. Damon knows that without the repair, Carousel will have to cancel an upcoming game. Damon does not perform as promised. As consequential damages, Carousel can recover
- the loss of profit from the canceled game.
 - the cost of new turf.
 - the difference between Damon's price and the actual cost of repair.
 - nothing.

- ____ 126. 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.
- ____ 127. An Illinois state statute requires commercial vehicle drivers to "fully attend to the operation of the vehicle." Jerry, a driver for Crosstown Taxi Company, is driving and talking on his cell phone when his cab collides with Kayla's car, injuring her. Kayla's best theory for recovery against Jerry and Crosstown is
- res ipsa loquitur*.
 - a Good Samaritan statutes.
 - negligence *per se*.
 - the "danger invites rescue" doctrine.
- ____ 128. Canada and the United States are signatories of the Berne Convention. Doug, a citizen of Canada, publishes a book first in Canada and then in the United States. Doug's copyright must be recognized by
- all of the signatories of the Berne Convention.
 - Canada only.
 - Canada and the United States only.
 - none of the choices.
- ____ 129. 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.
- ____ 130. Ergonomic Corporation convenes its employees for its managers to announce (1) a new company-wide ethical code of conduct, (2) an ad campaign to publicize the new code, and (3) the discharge of employees who do not adhere to the code. One of the most effective ways to set a tone of ethical behavior within a business organization is
- for management to direct employees to "do as we say, not as we do."
 - to create an ethical code of conduct.
 - to discharge employees who do not create the appearance of impropriety.
 - to post a marketing campaign online touting the firm's ethical tone.
- ____ 131. Joy invites Ken into her apartment. Ken commits trespass to land if he
- enters the apartment with fraudulent intent.
 - makes disparaging remarks about Joy to others.
 - refuses to leave when Joy asks him to go.
 - harms the apartment in any way.
- ____ 132. Lex reproduces Mina's copyrighted work without paying royalties. Lex is most likely excepted from liability for copyright infringement under the "fair use" doctrine if
- Lex's use is for a commercial purpose.
 - Lex distributes the copies freely to the public.
 - Lex copies the entire work.
 - Lex's use has no effect on the market for Mina's work.

- _____ 133. Lindsey, an emergency medical technician, is called to an accident scene by Nicole and renders medical care to Marvin, a minor. Lindsey may recover the cost from
- no one.
 - Marvin.
 - the state.
 - Nicole.
- _____ 134. Jen questions whether there is consideration for her contract with Isaac to exchange her catering services for his payment of a certain amount. To constitute consideration, the value of whatever is exchanged must be
- grossly inadequate.
 - objectively worthy.
 - legally sufficient.
 - practically sound.
- _____ 135. Beth is injured in a car accident and sues Cash, alleging negligence. Cash claims that Beth was driving more carelessly than he was. Comparative negligence may reduce Beth's recovery
- only if Beth was less at fault than Cash.
 - only if Beth was as equally at fault as Cash.
 - only if Beth was more at fault than Cash.
 - even if Beth was only slightly at fault.
- _____ 136. Uri and Vicky orally agree on the sale of Uri's Nite Club to Vicky and note terms on a pair of the Club's napkins, which they both sign. A written memorandum evidencing an oral contract that would otherwise be unenforceable must contain
- the preliminary terms.
 - the qualitative terms.
 - every term.
 - the essential terms.
- _____ 137. Deleon trespasses on Capital Corporation's property. Through the use of reasonable force, Capital's security guard Brenda detains Deleon until the police arrive. Capital is most likely liable for
- false imprisonment.
 - abuse of process.
 - trespass to personal dignity.
 - none of the choices.
- _____ 138. Opal files a complaint in a suit against Phil, and he files an answer. The case may now be
- resolved only after a trial ends.
 - dismissed only after a trial begins.
 - settled only during a trial.
 - dismissed or settled at this point.
- _____ 139. Ray breaches his lease with Sunny Properties and vacates the premises six months before the end of the term. In some states, Sunny would have to
- relet the premises to recover damages from Ray.
 - avoid reletting the premises to recover damages from Ray.
 - sell the premises to recover damages from Ray.
 - make reasonable efforts to relet the premises to mitigate damages.

- ____ 140. Edie is injured when she is struck by debris from an explosion at Finest Fireworks Factory. The rule that harm must be foreseeable to constitute the proximate cause of an injury under a negligence theory was established in
- Palsgraf v. Long Island Railroad Co.*
 - Edie v. Finest Fireworks Factory.*
 - Rylands v. Fletcher.*
 - Congress.
- ____ 141. Ruth, a minor, charges groceries at Sam's Mini-Mart. Two days later, Ruth disaffirms the purchase. Ruth owes Sam's
- the wholesale value of the groceries.
 - nothing.
 - the reasonable value of the groceries.
 - the retail value of the groceries.
- ____ 142. John sees that Kris is about to step into the path of an oncoming bus. If John does not warn Kris of the danger, John is liable
- only if Kris is injured.
 - under no circumstances.
 - regardless of the consequences to Kris.
 - only if Kris is not injured.
- ____ 143. 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.
- ____ 144. Freida and Gail enter into a bilateral contract, which is created when Freida gives a promise in exchange for Gail's
- promise only.
 - performance of a particular act only.
 - prudent awareness only.
 - payment of money only.
- ____ 145. Xtreme Publications, Inc., disseminates obscene materials. This is
- a crime under numerous state and federal statutes.
 - a right under the commerce clause.
 - a right under the First Amendment.
 - a privilege under Article IV, Section 2.
- ____ 146. 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.

- _____ 147. Domestic Auto Sales, Inc., promises its salaried employees a bonus at the end of the year if management thinks it is warranted. This promise is
- unenforceable because it is not supported by consideration.
 - enforceable.
 - unenforceable because the dollar amount is missing.
 - unenforceable because the employees are paid salaries.
- _____ 148. Diaz and Cuzco enter an express contract for the construction of a warehouse. Express contract terms are given, in relation to the parties' course of performance,
- the same priority.
 - more priority.
 - less priority.
 - no priority.
- _____ 149. Jon, a law enforcement official, monitors Kelsey's Internet activities—e-mail and Web site visits—to gain access to her personal financial data and student information. This may violate Kelsey's right to
- procedural due process.
 - substantive due process.
 - equal protection of the law.
 - privacy.
- _____ 150. A common ethical dilemma faced by the management of General Holdings Corporation involves the effect that its decision will have on
- one group as opposed to another.
 - the firm's competitors.
 - the government.
 - the U.S. Chamber of Commerce.
- _____ 151. Symphony, Inc., a U.S. jewelry designer and maker, files a suit against Kawa, Ltd., a Japanese jewelry maker, for the infringement of intellectual property rights under Japan's national laws. Under the TRIPS agreement, Symphony is entitled to receive
- nothing.
 - the same treatment as Kawa.
 - worse treatment than Kawa.
 - better treatment than Kawa.
- _____ 152. Development Associates (DA) agrees to buy five acres of land from Eastside Properties for \$15,000. Eastside fails to go through with the deal on the agreed date, when the market price of the land is \$17,000. DA may recover
- \$17,000.
 - \$0.
 - \$15,000.
 - \$2,000.
- _____ 153. The case of *Max v. National Credit Co.* is heard in a trial court. The case of *O! Boy! Ice Cream Co. v. Pickled Peppers, Inc.*, is heard in an appellate court. The difference between a trial and an appellate court is whether
- a trial is being held.
 - the subject matter of the case involves complex facts.
 - the parties question how the law applies to their dispute.
 - the court is appealing.

- ____ 154. Pablo and Melia enter into an oral contract for Pablo's sale to Melia of a laptop computer for \$400. Assuming the terms can be proved, the contract is enforceable by
- the manufacturer of the laptop.
 - any third party who overheard the parties making the agreement.
 - the seller or the buyer.
 - none of the choices.
- ____ 155. Beachside City enacts an ordinance that bans the distribution of all printed materials on city streets. Carl opposes the city's latest "revenue-enhancing" measure and wants to protest by distributing handbills. In his suit against the city, a court would likely hold the printed-materials ban to be
- constitutional under the First Amendment.
 - unconstitutional under the First Amendment.
 - not subject to the U.S. Constitution.
 - unconstitutional under the commerce clause.
- ____ 156. 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.
- ____ 157. Indelible Fabrics, Inc. (IFI), makes "Jean's Denim," a famous brand of clothing. Without IFI's consent, Kopy Company (KC) begins to use "jeansdenim" as part of a domain name. IFI files a suit against KC and engages in service of process. Service of process must provide
- privacy between the litigants and publicity in the judgment.
 - equality and fairness in adjudication.
 - notice and an opportunity to respond.
 - space to fill in important information and time in which to do it.
- ____ 158. Liu files a suit against Macro Sales, Inc., in a New Jersey state court based on a Web site through which New Jersey residents can do business with Macro. The court will most likely exercise jurisdiction over Macro if the interactivity of the site is seen as
- "downloading" from the state.
 - "uploading" to the state.
 - not connected with the state.
 - a "substantial enough" connection with the state.
- ____ 159. SFX Paintball Games, Inc., and Truck & Trailer Delivery Corporation sign an agreement that provides for the payment of "\$1,000 by whichever party commits a material breach of the contract that creates damages difficult to estimate but approximately \$1,000." If enforceable, this is
- a liquidated damages clause.
 - a penalty clause.
 - a mitigation of damages clause.
 - a nominal damages clause.
- ____ 160. In a suit against Evan, Floyd obtains an *injunction*. This is
- an order to do or to refrain from doing a particular act.
 - the cancellation of a contract.
 - an order to perform what was promised.
 - a payment of money or property as compensation.

- ____ 161. 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.
- ____ 162. Discount Mart, Inc., is an East Coast-based firm that does business throughout the United States. With respect to this circumstance, the UCC has been adopted by, and applies in,
- all of the states, in whole or in part.
 - most of the states on the Atlantic and Pacific coasts.
 - none of the states, to date.
 - only the states on the Mississippi, Missouri, and Ohio Rivers.
- ____ 163. Crafted Countertops, Inc., and Kitchen Design Corporation enter into a contract that does not specify the payment terms. Payment may be made in
- any commercially normal or acceptable means except credit card.
 - cash only.
 - any commercially normal or acceptable means.
 - cash or check only.
- ____ 164. 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 price of the goods.
 - the quantity of the goods.
 - the shipping arrangements.
- ____ 165. Readymade Construction Corporation offers to buy from Set-Still Cement Company a certain quantity of cement for a certain price. Set-Still can accept the offer by
- a material alteration of the terms within a reasonable time.
 - a promise to ship or a prompt shipment of the cement.
 - a prompt shipment of the cement only.
 - a shipment of nonconforming goods with a notice of accommodation.
- ____ 166. 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.

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.

- _____ 167. 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.
 - not supported by consideration.
 - a complete and final statement of their agreement.
- _____ 168. 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 principle of fair trade.
 - the predominant-factor test.
 - the doctrine of unconscionability.
- _____ 169. 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
- Spanish law.
 - the provisions in the laws of both countries that are similar.
 - the Uniform Commercial Code.
 - the United Nations Convention on Contracts for the International Sale of Goods.
- _____ 170. Pop Culture Clothiers, Inc., sells t-shirts to Trendwell Stores, Inc., under an existing contract. When textile costs increase, Trendwell agrees to a price increase, but later wants to cancel the contract. Trendwell may
- cancel the contract immediately.
 - cancel the contract only after accepting a final shipment.
 - cancel the contract only on reasonable notice.
 - not cancel the contract.

Bus 241 - Fall 2011 -- - Final Exam Answer Section

TRUE/FALSE

- | | | | | |
|-----|---|--------|-------------|-------------------------------------|
| 1. | ANS: F | PTS: 1 | REF: p. 248 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank A | TYP: = | | |
| 2. | ANS: F | PTS: 1 | REF: p. 127 | NAT: AACSB Reflective AICPA Legal |
| | KEY: Test Bank A | TYP: + | | |
| 3. | ANS: T | PTS: 1 | REF: p. 93 | |
| | NAT: AACSB Ethics AICPA Risk Analysis | | | KEY: Test Bank A |
| | TYP: = | | | |
| 4. | ANS: T | PTS: 1 | REF: p. 7 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank A | TYP: = | | |
| 5. | ANS: F | PTS: 1 | REF: p. 335 | NAT: AACSB Reflective AICPA Legal |
| | KEY: Test Bank A | TYP: + | | |
| 6. | ANS: T | PTS: 1 | REF: p. 263 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank A | TYP: N | | |
| 7. | ANS: F | PTS: 1 | REF: p. 343 | NAT: AACSB Reflective AICPA Legal |
| | KEY: Test Bank A | TYP: = | | |
| 8. | ANS: T | PTS: 1 | REF: p. 94 | |
| | NAT: AACSB Ethics AICPA Critical Thinking | | | KEY: Test Bank A |
| | TYP: = | | | |
| 9. | ANS: T | PTS: 1 | REF: p. 263 | NAT: AACSB Reflective AICPA Legal |
| | KEY: Test Bank A | TYP: N | | |
| 10. | ANS: T | PTS: 1 | REF: p. 260 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank A | TYP: N | | |
| 11. | ANS: F | PTS: 1 | REF: p. 76 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank A | TYP: = | | |
| 12. | ANS: F | PTS: 1 | REF: p. 224 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank A | TYP: = | | |
| 13. | ANS: T | PTS: 1 | REF: p. 28 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank A | TYP: = | | |
| 14. | ANS: F | PTS: 1 | REF: p. 176 | NAT: AACSB Reflective AICPA Legal |
| | KEY: Test Bank A | TYP: N | | |
| 15. | ANS: T | PTS: 1 | REF: p. 39 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank A | TYP: N | | |
| 16. | ANS: F | PTS: 1 | REF: p. 186 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank A | TYP: N | | |
| 17. | ANS: F | PTS: 1 | REF: p. 162 | |
| | NAT: AACSB Reflective AICPA Critical Thinking | | | KEY: Test Bank A |
| | TYP: = | | | |
| 18. | ANS: F | PTS: 1 | REF: p. 291 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank A | TYP: = | | |
| 19. | ANS: T | PTS: 1 | REF: p. 127 | NAT: AACSB Reflective AICPA Legal |
| | KEY: Test Bank A | TYP: = | | |

20.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 210	NAT: AACSB Analytic AICPA Legal
21.	ANS: T KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 122	NAT: AACSB Reflective AICPA Legal
22.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective AICPA Legal
23.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective AICPA Legal
24.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 258	NAT: AACSB Analytic AICPA Legal
25.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 94	KEY: Test Bank A
26.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 291	NAT: AACSB Analytic AICPA Legal
27.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 178	NAT: AACSB Reflective AICPA Legal
28.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 136	NAT: AACSB Analytic AICPA Legal
29.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 277	NAT: AACSB Reflective AICPA Legal
30.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 291	NAT: AACSB Analytic AICPA Legal
31.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 282	NAT: AACSB Analytic AICPA Legal
32.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 214	NAT: AACSB Reflective AICPA Legal
33.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 292	NAT: AACSB Reflective AICPA Legal
34.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 147	NAT: AACSB Analytic AICPA Legal
35.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 38	KEY: Test Bank A
36.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 35	NAT: AACSB Analytic AICPA Legal
37.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 334	NAT: AACSB Analytic AICPA Legal
38.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 243	NAT: AACSB Analytic AICPA Legal
39.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 270	NAT: AACSB Analytic AICPA Legal
40.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 131	NAT: AACSB Analytic AICPA Legal
41.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 179	NAT: AACSB Analytic AICPA Legal

42. ANS: F PTS: 1 REF: p. 94
NAT: AACSB Ethics | AICPA Critical Thinking
TYP: = KEY: Test Bank A
43. ANS: F PTS: 1 REF: p. 222
KEY: Test Bank A TYP: N NAT: AACSB Analytic | AICPA Legal
44. ANS: F PTS: 1 REF: p. 80
NAT: AACSB Reflective | AICPA Critical Thinking
TYP: + KEY: Test Bank A
45. ANS: T PTS: 1 REF: p. 231
KEY: Test Bank A TYP: N NAT: AACSB Analytic | AICPA Legal
46. ANS: F PTS: 1 REF: p. 278
KEY: Test Bank A TYP: = NAT: AACSB Reflective | AICPA Legal
47. ANS: F PTS: 1 REF: p. 246
KEY: Test Bank A TYP: = NAT: AACSB Analytic | AICPA Legal
48. ANS: F PTS: 1 REF: p. 278
KEY: Test Bank A TYP: = NAT: AACSB Reflective | AICPA Legal
49. ANS: F PTS: 1 REF: p. 139
KEY: Test Bank A TYP: N NAT: AACSB Analytic | AICPA Legal
50. ANS: F PTS: 1 REF: p. 295
KEY: Test Bank A TYP: + NAT: AACSB Analytic | AICPA Legal
51. ANS: T PTS: 1 REF: p. 222
KEY: Test Bank A TYP: N NAT: AACSB Analytic | AICPA Legal
52. ANS: T PTS: 1 REF: p. 178
KEY: Test Bank A TYP: N NAT: AACSB Reflective | AICPA Legal
53. ANS: T PTS: 1 REF: p. 237
KEY: Test Bank A TYP: N NAT: AACSB Analytic | AICPA Legal
54. ANS: T PTS: 1 REF: p. 334
KEY: Test Bank A TYP: N NAT: AACSB Analytic | AICPA Legal
55. ANS: T PTS: 1 REF: p. 277
KEY: Test Bank A TYP: = NAT: AACSB Reflective | AICPA Legal
56. ANS: T PTS: 1 REF: p. 76
NAT: AACSB Analytic | AICPA Critical Thinking
TYP: N KEY: Test Bank A
57. ANS: F PTS: 1 REF: p. 168
KEY: Test Bank A TYP: N NAT: AACSB Analytic | AICPA Legal
58. ANS: T PTS: 1 REF: p. 245
KEY: Test Bank A TYP: N NAT: AACSB Analytic | AICPA Legal
59. ANS: F PTS: 1 REF: p. 340
KEY: Test Bank A TYP: = NAT: AACSB Analytic | AICPA Legal
60. ANS: F PTS: 1 REF: p. 34
KEY: Test Bank A TYP: = NAT: AACSB Analytic | AICPA Legal
61. ANS: F PTS: 1 REF: p. 99
NAT: AACSB Ethics | AICPA Critical Thinking
TYP: N KEY: Test Bank A
62. ANS: T PTS: 1 REF: p. 139
NAT: AACSB Analytic | AICPA Critical Thinking
TYP: N KEY: Test Bank A

63.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Analytic AICPA Legal
64.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 154	NAT: AACSB Reflective AICPA Legal
65.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 290	NAT: AACSB Analytic AICPA Legal
66.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 39	NAT: AACSB Analytic AICPA Legal
67.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 233	NAT: AACSB Analytic AICPA Legal
68.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 277	NAT: AACSB Analytic AICPA Legal
69.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 257	NAT: AACSB Analytic AICPA Legal
70.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 79	NAT: AACSB Analytic AICPA Legal
71.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 137	NAT: AACSB Analytic AICPA Legal
72.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 207	KEY: Test Bank A
73.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 57	NAT: AACSB Analytic AICPA Legal
74.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 128	NAT: AACSB Analytic AICPA Legal
75.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 290	NAT: AACSB Reflective AICPA Legal
76.	ANS: F KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 358	NAT: AACSB Analytic AICPA Legal
77.	ANS: F KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 359	NAT: AACSB Analytic AICPA Legal
78.	ANS: F KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 361	NAT: AACSB Reflective AICPA Legal
79.	ANS: F KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 362	NAT: AACSB Analytic AICPA Legal
80.	ANS: T KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 366	NAT: AACSB Analytic AICPA Legal
81.	ANS: T KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 371	NAT: AACSB Analytic AICPA Legal

MULTIPLE CHOICE

82.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 74	NAT: AACSB Reflective AICPA Legal
83.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 87	NAT: AACSB Reflective AICPA Legal
84.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective AICPA Legal

85.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Reflective AICPA Legal
86.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Reflective AICPA Legal
87.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 345	NAT: AACSB Reflective AICPA Legal
88.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 141	NAT: AACSB Reflective AICPA Legal
89.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 45	NAT: AACSB Reflective AICPA Legal
90.	ANS: A NAT: AACSB Ethics AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 101	KEY: Test Bank A
91.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 249	NAT: AACSB Reflective AICPA Legal
92.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 129	NAT: AACSB Reflective AICPA Legal
93.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Reflective AICPA Legal
94.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 207	NAT: AACSB Reflective AICPA Legal
95.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 38	NAT: AACSB Reflective AICPA Legal
96.	ANS: C NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 107	KEY: Test Bank A
97.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 292	NAT: AACSB Reflective AICPA Legal
98.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 210	NAT: AACSB Reflective AICPA Legal
99.	ANS: A NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 52	KEY: Test Bank A
100.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective AICPA Legal
101.	ANS: A NAT: AACSB Reflective AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 41	KEY: Test Bank A
102.	ANS: C NAT: AACSB Reflective AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 42	KEY: Test Bank A
103.	ANS: A NAT: AACSB Reflective AICPA Research TYP: +	PTS: 1	REF: p. 21	KEY: Test Bank A
104.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 196	NAT: AACSB Reflective AICPA Legal

105.	ANS: B NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 12	KEY: Test Bank A
106.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 343	NAT: AACSB Reflective AICPA Legal
107.	ANS: B KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 163	NAT: AACSB Reflective AICPA Legal
108.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 215	NAT: AACSB Reflective AICPA Legal
109.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective AICPA Legal
110.	ANS: B KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 274	NAT: AACSB Reflective AICPA Legal
111.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 174	NAT: AACSB Reflective AICPA Legal
112.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 158	NAT: AACSB Reflective AICPA Legal
113.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Reflective AICPA Legal
114.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 256	NAT: AACSB Reflective AICPA Legal
115.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 118	NAT: AACSB Reflective AICPA Legal
116.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 146	NAT: AACSB Reflective AICPA Legal
117.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 195	NAT: AACSB Reflective AICPA Legal
118.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 291	NAT: AACSB Reflective AICPA Legal
119.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 5	NAT: AACSB Reflective AICPA Legal
120.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 161	NAT: AACSB Reflective AICPA Legal
121.	ANS: D NAT: AACSB Reflective AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 33	KEY: Test Bank A
122.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 67	NAT: AACSB Reflective AICPA Legal
123.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 67	NAT: AACSB Reflective AICPA Legal
124.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective AICPA Legal
125.	ANS: A KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 336	NAT: AACSB Reflective AICPA Legal
126.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 196	NAT: AACSB Reflective AICPA Legal
127.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 146	NAT: AACSB Reflective AICPA Legal

128.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 168	NAT: AACSB Reflective AICPA Legal
129.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 33	NAT: AACSB Reflective AICPA Legal
130.	ANS: B NAT: AACSB Reflective AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 98	KEY: Test Bank A
131.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 126	NAT: AACSB Reflective AICPA Legal
132.	ANS: D KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective AICPA Legal
133.	ANS: B NAT: AACSB Communication AICPA Legal TYP: N	PTS: 1	REF: p. 257	KEY: Test Bank A
134.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 243	NAT: AACSB Reflective AICPA Legal
135.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 144	NAT: AACSB Reflective AICPA Legal
136.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 296	NAT: AACSB Reflective AICPA Legal
137.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 118	NAT: AACSB Reflective AICPA Legal
138.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 56	NAT: AACSB Reflective AICPA Legal
139.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 337	NAT: AACSB Reflective AICPA Legal
140.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 140	NAT: AACSB Reflective AICPA Legal
141.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 257	NAT: AACSB Reflective AICPA Legal
142.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 139	NAT: AACSB Reflective AICPA Legal
143.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 207	NAT: AACSB Analytic AICPA Legal
144.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 208	NAT: AACSB Reflective AICPA Legal
145.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 82	NAT: AACSB Analytic AICPA Legal
146.	ANS: D NAT: AACSB Reflective AICPA Decision Modeling TYP: =	PTS: 1	REF: p. 35	KEY: Test Bank A
147.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 248	NAT: AACSB Reflective AICPA Legal
148.	ANS: B KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 217	NAT: AACSB Reflective AICPA Legal
149.	ANS: D NAT: AACSB Reflective AICPA Risk Analysis TYP: N	PTS: 1	REF: p. 89	KEY: Test Bank A

150.	ANS: A NAT: AACSB Reflective AICPA Critical Thinking TYP: +	PTS: 1	REF: p. 101	KEY: Test Bank A
151.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 170	NAT: AACSB Reflective AICPA Legal
152.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective AICPA Legal
153.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 32	NAT: AACSB Reflective AICPA Legal
154.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 293	NAT: AACSB Reflective AICPA Legal
155.	ANS: B NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 80	KEY: Test Bank A
156.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 164	NAT: AACSB Reflective AICPA Legal
157.	ANS: C NAT: AACSB Communication AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 53	KEY: Test Bank A
158.	ANS: D NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 34	KEY: Test Bank A
159.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 338	NAT: AACSB Reflective AICPA Legal
160.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 7	NAT: AACSB Reflective AICPA Legal
161.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 7	NAT: AACSB Reflective AICPA Legal
162.	ANS: A KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 356	NAT: AACSB Reflective AICPA Legal
163.	ANS: C KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective AICPA Legal
164.	ANS: C KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective AICPA Legal
165.	ANS: B KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 366	NAT: AACSB Reflective AICPA Legal
166.	ANS: C KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 368	NAT: AACSB Reflective AICPA Legal
167.	ANS: B KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 370	NAT: AACSB Reflective AICPA Legal
168.	ANS: D KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 372	NAT: AACSB Reflective AICPA Legal
169.	ANS: D KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 374	NAT: AACSB Reflective AICPA Legal
170.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 367	NAT: AACSB Reflective AICPA Legal

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

C 88.

 D 95.

 B 107.

 A 114.

 A 101.

 D 89.

 C 96.

 C 108.

 C 115.

 C 102.

 A 90.

 D 97.

 D 116.

 C 109.

 A 91.

 B 98.

 A 103.

 B 110.

 B 117.

 A 92.

 B 104.

 A 99.

 A 111.

 D 118.

 B 93.

 C 100.

 B 105.

 C 112.

 B 119.

 D 94.

 D 106.

 B 113.

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

C 154.

 D 161.

 B 155.

 A 162.

 B 167.

 D 156.

 C 163.

 D 168.

 C 157.

 C 164.

 D 169.

 D 158.

 B 165.

 D 170.

 A 159.

 C 166.

 A 160.

Bus 241 - Fall 2011 -- - Final Exam

You have 120 minutes to complete this examination. This is a OPEN book exam. YOU MAY ONLY USE YOUR TEXTBOOK. All other study materials, including back packs and purses, must be placed on the floor. NO OLD EXAMS OR PRACTICE EXAMS SHOULD BE VISIBLE. FAILURE TO FOLLOW THESE DIRECTIONS MAY RESULT IN YOU RECEIVING A ZERO SCORE FOR THE FINAL

Please be sure to answer all questions on the exam. There are EIGHTEEN (18) pages and 170 questions to this exam -- 81 True False, and 89 multiple choice. Count to make sure that you have all the pages and review your exam to make sure that you do not miss answering any pages or questions of the exam.

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

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

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

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

You must use a number 2 pencil when filling out the exam. Failure to use a pencil will result in a 5 point penalty. There are two versions to this exam. You must indicate "1" in special codes for version A and "2" in special codes for version B, AND "3" for version C. Failure to provide this information on your answer sheet will result in 10 point penalty. You must put your student id number in where the answer sheet provides for "social security number" Failure to follow these directions will result in a 10 point penalty.

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

True/False

Indicate whether the statement is true or false.

- _____ 1. The United States Supreme Court has original jurisdiction in rare instances.
- _____ 2. Damages are designed to punish a breaching party and deter others from similar conduct.
- _____ 3. Under the theory of negligence, the duty of care requires an *intentional* act.
- _____ 4. A motion for summary judgment may be made before, during, or after a trial.
- _____ 5. Parents are required by law to provide necessities for their minor children.
- _____ 6. Business ethics focuses on ethical behavior in the business world.
- _____ 7. There are no state statutes regulating the use of spam.
- _____ 8. Misrepresentation of a material fact cannot occur through words alone.
- _____ 9. For consideration to have "legally sufficient value," it must consist of goods or money.
- _____ 10. No offer may be revoked before it is accepted.
- _____ 11. Whether a contract with an unlicensed professional is enforceable depends on the purpose of the statute that requires the license.
- _____ 12. When a statute protects a certain class of people, a member of that class cannot enforce an otherwise illegal contract.
- _____ 13. If an offeror does not expressly authorize a certain mode of acceptance, then acceptance may be made by any reasonable means.
- _____ 14. The First Amendment does not protect corporate political speech.
- _____ 15. In some states, lawyers are not allowed to represent people in small claims courts.

Name: _____

ID: B

- ___ 16. An *ordinary* person standard determines whether allegedly negligent conduct resulted in a breach of a duty of care.
- ___ 17. The minimal acceptable standard for ethical behavior is compliance with the law.
- ___ 18. A contract that by its own terms *cannot* be performed within a year must be in writing to be enforceable.
- ___ 19. Business ethics is consistent only with short-run profit maximization.
- ___ 20. If a contractual promise is not fulfilled, the person who made it may be required to perform the promised act.
- ___ 21. *Venue* is the term for the subject matter of a case.
- ___ 22. Under the UCC, a sale is the passing of title from a seller to a buyer for a price payable in cash only.
- ___ 23. Disparagement of property is another term for appropriation.
- ___ 24. Risks ordinarily assumed in business do not constitute consideration for the modification of a contract.
- ___ 25. In an employment contract, a covenant not to compete can be enforceable.
- ___ 26. Changing a trademark is forgery.
- ___ 27. An offeror must have a serious intention to become bound by the offer.
- ___ 28. Causation in fact can be determined by use of the *but for* test.
- ___ 29. Overestimating the value of an object is a mistake for which a court will normally provide relief.
- ___ 30. A contract in which goods and services are combined never falls within the scope of UCC Article 2.
- ___ 31. A party's oral agreement to pay another's debt is never enforceable.
- ___ 32. Ordinarily, the remedy for a seller's breach of a contract for a sale of real estate is damages.
- ___ 33. Picking pockets is not robbery.
- ___ 34. Restricting the bonuses that are paid to executives is unethical.
- ___ 35. An *unauthorized* scan of a bank account can be an invasion of privacy.
- ___ 36. An agreement is evidenced by a single event: an offer.
- ___ 37. It is possible to copyright an idea.
- ___ 38. The purpose of the doctrine of election of remedies is to permit double recovery.

Name: _____

ID: B

- ___ 39. Most parties settle their lawsuits for damages or other remedies prior to trial.
- ___ 40. If the parties to a contract attach materially different meanings to a contract term, the contract cannot be rescinded.
- ___ 41. An oral contract that must be in writing to be enforceable is *not* enforceable even if the parties admit to its existence in court.
- ___ 42. Thinking about killing someone constitutes the crime of attempted murder.
- ___ 43. Remedies in equity include injunctions and decrees of specific performance.
- ___ 44. A federal case typically originates in a state court.
- ___ 45. Congress can regulate all commerce in the United States.
- ___ 46. An arbitrary use of ordinary words may *not* be trademarked.
- ___ 47. Proximate cause exists when injuries sustained were too remotely connected to an incident to trigger liability.
- ___ 48. 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.
- ___ 49. The taxing and spending clause of the U.S. Constitution has had a greater impact on business than any other clause in the Constitution.
- ___ 50. Compensatory damages compensate an injured party for damages arising directly from the loss of a bargain caused by a breach of contract.
- ___ 51. A person who commits larceny can be sued under tort law.
- ___ 52. To rescind a contract for fraud, a plaintiff must prove an injury.
- ___ 53. Conversion cannot occur when a person mistakenly believes that he or she is entitled to the goods.
- ___ 54. The measure of damages for breach of a construction contract depends on which party breaches and when.
- ___ 55. An illusory promise is a promise that is enforceable without consideration.
- ___ 56. The courts can decide whether the other branches of government have acted within the scope of their constitutional authority.
- ___ 57. A promise to do what one already has a legal duty to do is legally sufficient consideration.
- ___ 58. A justiciable controversy is a case in which the court's decision—the "justice" that will be served—will be controversial.

Name: _____

ID: B

- ___ 59. An offeree's power of acceptance is terminated when the offeror dies unless the offer is irrevocable.
- ___ 60. A contract must be in writing to be enforceable if performance is impossible within one year.
- ___ 61. Reliance on a non-expert's statement of opinion will not normally entitle a party to relief.
- ___ 62. An artisan's lien is a defense to a charge of trespass to personal property.
- ___ 63. Article 2A of the UCC does *not* cover subleases of goods.
- ___ 64. A contract to do something that is prohibited by statutory law is void.
- ___ 65. An expert's false statement to a naive buyer about a technical detail will not usually entitle the buyer to rescind a contract.
- ___ 66. Corporations can be perceived as owing ethical duties to groups other than their shareholders.
- ___ 67. An invitation to negotiate—"can you afford this?"—is an offer.
- ___ 68. Under a finance lease, the lessee can stop performing and making lease payments if the leased equipment turns out to be defective.
- ___ 69. A contract involving property of any kind must be in writing to be enforceable.
- ___ 70. The doctrine of quasi contract can be used only when there is an actual contract that covers the matter in controversy.
- ___ 71. One characteristic of an abnormally dangerous activity is that it involves a low degree of risk.
- ___ 72. The UETA does *not* apply to a transaction unless the parties agreed to conduct the transaction electronically.
- ___ 73. International copyright protection is automatic—even in nations that have not signed international agreements relating to intellectual property rights.
- ___ 74. Ordinarily, "ignorance of the law is an excuse," or a valid defense to criminal liability.
- ___ 75. The Constitution expressly excludes state regulation of commerce.
- ___ 76. Specific performance is the remedy customarily used when one party has breached a contract for the sale of goods.
- ___ 77. An oral contract for a transfer of an interest in land is never enforceable.
- ___ 78. Under the UCC, an offeree can accept an offer to buy goods by a prompt promise to ship the goods.
- ___ 79. A statement of opinion is generally subject to a claim of fraud.

- ____ 80. A contract is void if one of the parties was intoxicated at the time of its formation.
- ____ 81. Under the UCC, the meaning of any agreement must be interpreted in light of commercial practices.

Multiple Choice

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

- ____ 82. 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*.
 - standing.
 - jurisdiction.
 - sufficient minimum contacts.
- ____ 83. Ray breaches his lease with Sunny Properties and vacates the premises six months before the end of the term. In some states, Sunny would have to
- make reasonable efforts to relet the premises to mitigate damages.
 - avoid reletting the premises to recover damages from Ray.
 - relet the premises to recover damages from Ray.
 - sell the premises to recover damages from Ray.
- ____ 84. 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.
 - Canada and the United States only.
 - all of the signatories of the Berne Convention.
 - none of the choices.
- ____ 85. 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
- Edie v. Finest Fireworks Factory*.
 - Congress.
 - Rylands v. Fletcher*.
 - Palsgraf v. Long Island Railroad Co.*
- ____ 86. To avoid liability for intentional injuries, Northwest Power Corporation includes in its contracts an exculpatory clause. This is
- enforceable if the other parties have equal bargaining power.
 - enforceable if the other parties are protected from liability.
 - not enforceable.
 - enforceable if the other parties consent to it.
- ____ 87. Even-Flo Hydraulics enters into a contract to repair valves and fittings in Fiesta Company's plant. If Even-Flo breaches the contract, Fiesta can
- do nothing but temporarily suspend operations and wait.
 - sue Even-Flo for damages.
 - file a criminal complaint against Even-Flo.
 - do nothing but make a deal with a different service provider.

Fact Pattern 2-1A

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

- _____ 88. 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
- intervention.
 - arbitration.
 - mediation.
 - conciliation.
- _____ 89. 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 case will be heard by a mini-jury.
 - the resolution of the dispute will be decided an expert.
 - the process is not adversarial.
 - the dispute will eventually go to trial.
- _____ 90. 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
- the same treatment as Kawa.
 - worse treatment than Kawa.
 - better treatment than Kawa.
 - nothing.
- _____ 91. 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.
 - standardize laws for the executive and judicial branches.
 - act as liaisons between federal and state governments.
- _____ 92. 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's use is for a commercial purpose.
 - Lex distributes the copies freely to the public.
 - Lex's use has no effect on the market for Mina's work.
- _____ 93. Donna makes and distributes copies of *Every Good Boy Does Fine*, a movie copyrighted by Great Films Corporation, without Great Films' permission. Donna may be liable for
- fines or imprisonment only.
 - damages, fines, or imprisonment.
 - nothing.
 - damages only.
- _____ 94. 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.
 - Nicole.
 - the state.
 - no one.

- _____ 95. 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 defendant claims was the parties' intent.
 - d. what the parties agree they intended.
- _____ 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
- a. specific performance of the deal.
 - b. damages representing restitution.
 - c. an amount in a quasi-contractual recovery.
 - d. nothing more.
- _____ 97. Pop Culture Clothiers, Inc., sells t-shirts to Trendwell Stores, Inc., under an existing contract. When textile costs increase, Trendwell agrees to a price increase, but later wants to cancel the contract. Trendwell may
- a. cancel the contract immediately.
 - b. cancel the contract only after accepting a final shipment.
 - c. cancel the contract only on reasonable notice.
 - d. not cancel the contract.
- _____ 98. 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
- a. the hard drive, the name, and the operating manual.
 - b. the hard drive only.
 - c. the name only.
 - d. the operating manual only.
- _____ 99. In a suit against Evan, Floyd obtains an *injunction*. This is
- a. a payment of money or property as compensation.
 - b. the cancellation of a contract.
 - c. an order to perform what was promised.
 - d. an order to do or to refrain from doing a particular act.
- _____ 100. Ruth, a minor, charges groceries at Sam's Mini-Mart. Two days later, Ruth disaffirms the purchase. Ruth owes Sam's
- a. the wholesale value of the groceries.
 - b. the reasonable value of the groceries.
 - c. the retail value of the groceries.
 - d. nothing.
- _____ 101. 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. early neutral case evaluation.
 - b. a summary jury trial.
 - c. a mini-trial.
 - d. court-ordered arbitration.

- _____ 102. In a suit against Vladimir over the performance of a contract, Wyler obtains *rescission*. This is
- an order to do or to refrain from doing a particular act.
 - a payment of money or property as compensation.
 - the cancellation of a contract.
 - an order to perform what was promised.
- _____ 103. 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.
 - false imprisonment.
 - abuse of process.
 - none of the choices.
- _____ 104. Halley, a lawyer on the staff of International Group, applies the utilitarian theory of ethics in business contexts. Utilitarianism focuses on
- the consequences of an action.
 - the nature of an action.
 - moral values.
 - religious beliefs.
- _____ 105. 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.
 - void as a matter of law.
 - valid but may not be disaffirmed.
 - valid but may be disaffirmed.
- _____ 106. A common ethical dilemma faced by the management of General Holdings Corporation involves the effect that its decision will have on
- the government.
 - the U.S. Chamber of Commerce.
 - one group as opposed to another.
 - the firm's competitors.

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.

- _____ 107. Refer to Fact Pattern 19-1B. Fruits & Vegetables files a suit against Grover's, claiming that the buyer assumed the risk of the spoilage of the unsold produce. The court may allow evidence of this term if it finds that the parties' contract is
- a complete and final statement of their agreement.
 - fully integrated.
 - not supported by consideration.
 - not fully integrated.

- ____ 108. Kirk Custodial Service and Green Energy Company enter into an oral contract under which Kirk agrees to provide custodial service for Green's facilities for two years. This contract is enforceable by
- Kirk.
 - any interested third party, such as a janitorial supplies provider.
 - Green.
 - none of the choices.
- ____ 109. Flo tells Gregor that she will buy his textbook from last semester for \$65. Gregor agrees. Flo and Gregor have
- an express contract.
 - an executed contract.
 - an implied contract.
 - a quasi contract.
- ____ 110. 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 *unilateral* mistake.
 - not required to pay due to the *mutual* mistake.
 - required to pay because she assumed the risk the horse might die.
- ____ 111. 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.
- ____ 112. 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 face of the instrument.
 - the later testimony of the parties.
 - any relevant extrinsic evidence.
- ____ 113. Inferior Company, which is based on South Carolina, makes and sells products that are poorly made. Jack, who is a resident of North Carolina, buys an Inferior product and suffers an injury through its use. The diversity of citizenship between these parties means that
- no court has jurisdiction.
 - federal and state courts have concurrent jurisdiction.
 - federal courts have exclusive jurisdiction.
 - state courts have exclusive jurisdiction.
- ____ 114. 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
- objectively worthy.
 - grossly inadequate.
 - legally sufficient.
 - practically sound.

- _____ 115. 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.
 - any commercially normal or acceptable means except credit card.
 - cash only.
 - any commercially normal or acceptable means.
- _____ 116. Jon, a law enforcement official, monitors Kelsey's Internet activities—e-mail and Web site visits—to gain access to her personal financial data and student information. This may violate Kelsey's right to
- procedural due process.
 - equal protection of the law.
 - privacy.
 - substantive due process.
- _____ 117. 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
- repeating the terms in a phone call.
 - setting out the terms in a memo.
 - shaking hands on the deal.
 - mutually agreeing not to commit fraud.
- _____ 118. 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 14-1A

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

- _____ 119. Refer to Fact Pattern 14-1A. Most likely, Linea may
- obtain damages from Newt.
 - recover nothing.
 - obtain damages from HLI.
 - set aside the settlement with HLI.
- _____ 120. 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.
 - a mistake of fact.
 - negligent misrepresentation.

- _____ 121. Bilt-Well Construction Corporation makes a side payment to a government official in Nigeria to obtain a contract. In the United States, this is
- illegal and unethical.
 - unethical but not illegal.
 - legal and ethical.
 - illegal but not unethical.
- _____ 122. Sights Unseen, Inc., (SUI) sells scopes with distinctively designed and made lenses and mirrors to scientists. Telescopes, Etc. Corporation later begins to sell scopes with identical set-ups of lenses and mirrors, without SUI's permission, to consumers. This is most likely
- trademark infringement.
 - copyright infringement.
 - patent infringement.
 - none of the choices.
- _____ 123. Opal files a complaint in a suit against Phil, and he files an answer. The case may now be
- settled only during a trial.
 - dismissed only after a trial begins.
 - dismissed or settled at this point.
 - resolved only after a trial ends.

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.

- _____ 124. Refer to Fact Pattern 3-3A. If Moe appeals to, and files a brief with, a state appellate court, Liz's attorney may file within a prescribed period of time
- a request for a deposition.
 - a responding motion for judgment on the brief.
 - an answering brief.
 - an advisory interrogatory.
- _____ 125. Refer to Fact Pattern 3-3A. If Moe decides to appeal to a state appellate court, Moe's attorney must file, with the clerk of the *trial* court within a prescribed period of time
- the judgment order from which the appeal is taken.
 - a formal refusal to abide by the verdict.
 - a transcript of the trial and copies of the exhibits.
 - a notice of appeal.
- _____ 126. 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.
 - any third party who overheard the parties making the agreement.
 - the manufacturer of the laptop.
 - none of the choices.
- _____ 127. Joy invites Ken into her apartment. Ken commits trespass to land if he
- refuses to leave when Joy asks him to go.
 - enters the apartment with fraudulent intent.
 - makes disparaging remarks about Joy to others.
 - harms the apartment in any way.

- ____ 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
- even if Beth was only slightly at fault.
 - only if Beth was less at fault than Cash.
 - only if Beth was more at fault than Cash.
 - only if Beth was as equally at fault as Cash.
- ____ 129. 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.
- ____ 130. Ellen publishes a book titled *First Place*, which includes a chapter from Frank's copyrighted book *Great NASCAR Drivers* without his permission. Ellen's use of the chapter is actionable
- only if Ellen and Frank are competitors.
 - only if consumers are confused.
 - regardless of whether consumers are confused or Ellen and Frank are competitors.
 - only if consumers are confused *and* Ellen and Frank are competitors.
- ____ 131. 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.
 - res ipsa loquitur*.
 - the "danger invites rescue" doctrine.
 - negligence *per se*.
- ____ 132. 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.
 - the court is appealing.
 - a trial is being held.
 - the parties question how the law applies to their dispute.
- ____ 133. Xtreme Publications, Inc., disseminates obscene materials. This is
- a crime under numerous state and federal statutes.
 - a privilege under Article IV, Section 2.
 - a right under the commerce clause.
 - a right under the First Amendment.
- ____ 134. 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.
 - privacy between the litigants and publicity in the judgment.
 - equality and fairness in adjudication.

- _____ 135. A federal statute regulates an employment practice. To resolve a dispute concerning the practice, Paula, a judge, will most likely apply
- a common law doctrine that applies to other, different practices.
 - a common law doctrine that applied before the statute was enacted.
 - the statute.
 - Paula's personal philosophy of law.
- _____ 136. In an emergency situation, Milena, an emergency medical technician, renders aid to Lothar, who needs help. Lothar would most likely be prohibited from suing Milena for negligence under
- a social host statute.
 - a Good Samaritan statute.
 - any circumstances.
 - no circumstances.
- _____ 137. 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
- 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.
 - provide Fidelio with funds for a foreseeable loss beyond the contract.
- _____ 138. 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 and Myrtle must return the player.
 - Myrtle must return the player only.
 - Lester must return the \$40 only.
- _____ 139. Kay carelessly bumps into Lyle, knocking him to the ground. Kay has committed the tort of negligence
- under any circumstances.
 - only if Lyle is not injured.
 - only if Lyle is injured.
 - under no circumstances.
- _____ 140. Myra claims that a Nebraska state statute infringes on her "procedural due process" rights. This claim focuses on
- procedures used in making decisions to take life, liberty, or property.
 - the content of the statute.
 - the similarity of the treatment of similarly situated individuals.
 - the steps to be taken to protect Mary's privacy.
- _____ 141. Uri and Vicky orally agree on the sale of Uri's Nite Club to Vicky and note terms on a pair of the Club's napkins, which they both sign. A written memorandum evidencing an oral contract that would otherwise be unenforceable must contain
- every term.
 - the essential terms.
 - the qualitative terms.
 - the preliminary terms.

- _____ 142. Ergonomic Corporation convenes its employees for its managers to announce (1) a new company-wide ethical code of conduct, (2) an ad campaign to publicize the new code, and (3) the discharge of employees who do not adhere to the code. One of the most effective ways to set a tone of ethical behavior within a business organization is
- to create an ethical code of conduct.
 - to post a marketing campaign online touting the firm's ethical tone.
 - for management to direct employees to "do as we say, not as we do."
 - to discharge employees who do not create the appearance of impropriety.
- _____ 143. SFX Paintball Games, Inc., and Truck & Trailer Delivery Corporation sign an agreement that provides for the payment of "\$1,000 by whichever party commits a material breach of the contract that creates damages difficult to estimate but approximately \$1,000." If enforceable, this is
- a penalty clause.
 - a liquidated damages clause.
 - a mitigation of damages clause.
 - a nominal damages clause.
- _____ 144. 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
- reformation.
 - damages.
 - specific performance.
 - rescission.
- _____ 145. 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 shipping arrangements.
 - the price of the goods.
- _____ 146. Development Associates (DA) agrees to buy five acres of land from Eastside Properties for \$15,000. Eastside fails to go through with the deal on the agreed date, when the market price of the land is \$17,000. DA may recover
- \$0.
 - \$17,000.
 - \$2,000.
 - \$15,000.

Fact Pattern 9-1A

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

- _____ 147. Refer to Fact Pattern 9-1A. Minka's secretly installed software allows her to forward transmissions from her unauthorized network to even more systems. This network is
- a bot.
 - a worm.
 - a botnet.
 - a hacker.

- ____ 148. Rashad accesses Quant Company's computer system without authority to obtain protected financial data. Under federal law, this is
- a felony if Quant brings a civil suit against Rashad.
 - not a crime.
 - a felony if it is committed for a commercial purpose.
 - a crime, but not a felony.
- ____ 149. Garland publishes a book titled *Half Pipe, Full Throttle*, which includes a chapter from Ian's copyrighted book *Snowboarder*. Garland's use of the chapter is actionable provided
- Garland's use is intentional.
 - Garland's use reproduces Ian's chapter exactly.
 - consumers are confused.
 - Garland does not have Ian's permission.
- ____ 150. 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.
- ____ 151. 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.
 - only if Kris is injured.
 - only if Kris is not injured.
 - under no circumstances.
- ____ 152. 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 virus.
 - a botnet.
 - a worm.
 - a cyberterrorist.
- ____ 153. 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 principle of fair trade.
 - the doctrine of unconscionability.
 - the mirror image rule.
 - the predominant-factor test.
- ____ 154. 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
- Steve.
 - Thumb Grippers.
 - Main Street.
 - any party.

- _____ 155. An anonymous person posts online a defamatory message about Dewitt. Not knowing the poster's identity, Dewitt files a suit against "John Doe." Using the authority of the court, Dewitt can obtain from the poster's Internet service provider
- the identity of the poster.
 - an apology.
 - damages.
 - none of the choices.
- _____ 156. Gail is a "payday" lender charged with filing false claims in bankruptcy proceedings against her debtors. The standard of proof to find a defendant who has been charged with a crime guilty is
- clear and convincing evidence.
 - beyond all doubt.
 - a preponderance of the evidence.
 - beyond a reasonable doubt.
- _____ 157. Berkie's bicycle is damaged in an accident caused by Imogene. Berkie agrees not to sue Imogene if she will pay for the damage. If she fails to pay, Berkie can bring an action for breach of contract. This is
- an illusory promise.
 - a release.
 - a covenant not to sue.
 - an accord and satisfaction.
- _____ 158. Rockstar Software, Inc., develops a new series of performance-related video games. The games are most likely protected by
- trademark law.
 - patent law.
 - trade secrets law.
 - copyright law.
- _____ 159. 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.
 - enforceable.
 - unenforceable because the employees are paid salaries.
 - unenforceable because it is not supported by consideration.
- _____ 160. Mariah wins her suit against Variety Products Company. Variety's best ground for appeal is the trial court's interpretation of
- the credibility of the evidence that Mariah presented.
 - the dealings between the parties before the suit.
 - the law that applied to the issues in the case.
 - the conduct of the witnesses during the trial.
- _____ 161. 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.
 - the Uniform Commercial Code.
 - Spanish law.
 - the United Nations Convention on Contracts for the International Sale of Goods.

- _____ 162. 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. Congress.
 - b. a federal court.
 - c. a state legislature.
 - d. none of the choices.
- _____ 163. Discount Mart, Inc., is an East Coast-based firm that does business throughout the United States. With respect to this circumstance, the UCC has been adopted by, and applies in,
- a. most of the states on the Atlantic and Pacific coasts.
 - b. only the states on the Mississippi, Missouri, and Ohio Rivers.
 - c. none of the states, to date.
 - d. all of the states, in whole or in part.
- _____ 164. 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 duration of the work.
 - b. Vacation Resorts's facilities.
 - c. Phil's rate of pay.
 - d. the parties' intent.
- _____ 165. At Parkside Bistro, Ogden believes that he was overcharged and shoves Nellie, the waiter. Nellie sues Ogden, alleging that the shove was a battery. Ogden is liable
- a. under no circumstances—the shove was not a battery.
 - b. if Parkside did not overcharge Ogden.
 - c. if Ogden acted out of malice.
 - d. if the shove was offensive.

Fact Pattern 1-1A

The Texas Supreme Court decides the case of *Livewire Entertainment Co. v. Power Play Corp.* Of nine justices, six believe the judgment should be in Livewire's favor. Justice Bellamy, one of the six, writes a separate opinion. The four justices who believe the judgment should be in Power's favor join in a third separate opinion.

- _____ 166. Refer to Fact Pattern 1-1A. Bellamy's opinion is known as
- a. a concurring opinion.
 - b. a dissenting opinion.
 - c. a majority opinion.
 - d. a *per curiam* opinion.

Fact Pattern 3-1A

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

- _____ 167. Refer to Fact Pattern 3-1A. The sheriff serves Nan with a summons. If Nan chooses to ignore it
- a. Nan will have a judgment entered in her favor.
 - b. Mac will have a judgment entered in his favor.
 - c. Nan must be served with a second summons.
 - d. Mac must file an amended complaint.

- _____ 168. Readymade Construction Corporation offers to buy from Set-Still Cement Company a certain quantity of cement for a certain price. Set-Still can accept the offer by
- a. a shipment of nonconforming goods with a notice of accommodation.
 - b. a material alteration of the terms within a reasonable time.
 - c. a prompt shipment of the cement only.
 - d. a promise to ship or a prompt shipment of the cement.
- _____ 169. 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,
- a. the same priority.
 - b. less priority.
 - c. more priority.
 - d. no priority.
- _____ 170. 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. the United States Supreme Court to refuse jurisdiction.
 - b. a state court to exercise appellate jurisdiction.
 - c. a federal court to exercise original jurisdiction.
 - d. no court to exercise jurisdiction.

Bus 241 - Fall 2011 -- - Final Exam Answer Section

TRUE/FALSE

- | | | | |
|---|--------|-------------|-------------------------------------|
| 1. ANS: T | PTS: 1 | REF: p. 39 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 2. ANS: F | PTS: 1 | REF: p. 334 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 3. ANS: F | PTS: 1 | REF: p. 136 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 4. ANS: F | PTS: 1 | REF: p. 57 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 5. ANS: T | PTS: 1 | REF: p. 257 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 6. ANS: T | PTS: 1 | REF: p. 93 | |
| NAT: AACSB Ethics AICPA Risk Analysis | | | KEY: Test Bank A |
| TYP: = | | | |
| 7. ANS: F | PTS: 1 | REF: p. 131 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: + | | |
| 8. ANS: F | PTS: 1 | REF: p. 278 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 9. ANS: F | PTS: 1 | REF: p. 243 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 10. ANS: F | PTS: 1 | REF: p. 210 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 11. ANS: T | PTS: 1 | REF: p. 263 | NAT: AACSB Analytic AICPA Legal |
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| 12. ANS: F | PTS: 1 | REF: p. 270 | NAT: AACSB Analytic AICPA Legal |
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| 13. ANS: T | PTS: 1 | REF: p. 233 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 14. ANS: F | PTS: 1 | REF: p. 80 | |
| NAT: AACSB Reflective AICPA Critical Thinking | | | KEY: Test Bank A |
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| 15. ANS: T | PTS: 1 | REF: p. 38 | |
| NAT: AACSB Analytic AICPA Critical Thinking | | | KEY: Test Bank A |
| TYP: N | | | |
| 16. ANS: F | PTS: 1 | REF: p. 137 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 17. ANS: T | PTS: 1 | REF: p. 94 | |
| NAT: AACSB Analytic AICPA Critical Thinking | | | KEY: Test Bank A |
| TYP: = | | | |
| 18. ANS: T | PTS: 1 | REF: p. 291 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |

19. ANS: F PTS: 1 REF: p. 94
NAT: AACSB Ethics | AICPA Critical Thinking
TYP: = KEY: Test Bank A
20. ANS: T PTS: 1 REF: p. 207
NAT: AACSB Analytic | AICPA Critical Thinking
TYP: N KEY: Test Bank A
21. ANS: F PTS: 1 REF: p. 34
KEY: Test Bank A TYP: = NAT: AACSB Analytic | AICPA Legal
22. ANS: F PTS: 1 REF: p. 358
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23. ANS: F PTS: 1 REF: p. 128
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24. ANS: T PTS: 1 REF: p. 245
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25. ANS: T PTS: 1 REF: p. 263
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26. ANS: T PTS: 1 REF: p. 179
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27. ANS: T PTS: 1 REF: p. 222
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28. ANS: T PTS: 1 REF: p. 139
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29. ANS: F PTS: 1 REF: p. 277
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30. ANS: F PTS: 1 REF: p. 359
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31. ANS: F PTS: 1 REF: p. 292
KEY: Test Bank A TYP: = NAT: AACSB Reflective | AICPA Legal
32. ANS: F PTS: 1 REF: p. 335
KEY: Test Bank A TYP: + NAT: AACSB Reflective | AICPA Legal
33. ANS: T PTS: 1 REF: p. 178
KEY: Test Bank A TYP: N NAT: AACSB Reflective | AICPA Legal
34. ANS: F PTS: 1 REF: p. 99
NAT: AACSB Ethics | AICPA Critical Thinking
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35. ANS: T PTS: 1 REF: p. 122
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36. ANS: F PTS: 1 REF: p. 222
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37. ANS: F PTS: 1 REF: p. 162
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TYP: = KEY: Test Bank A
38. ANS: F PTS: 1 REF: p. 343
KEY: Test Bank A TYP: = NAT: AACSB Reflective | AICPA Legal
39. ANS: T PTS: 1 REF: p. 334
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40.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective AICPA Legal
41.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 295	NAT: AACSB Analytic AICPA Legal
42.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 176	NAT: AACSB Reflective AICPA Legal
43.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 7	NAT: AACSB Analytic AICPA Legal
44.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 39	NAT: AACSB Analytic AICPA Legal
45.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 76	KEY: Test Bank A
46.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 154	NAT: AACSB Reflective AICPA Legal
47.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 139	NAT: AACSB Analytic AICPA Legal
48.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 291	NAT: AACSB Analytic AICPA Legal
49.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 79	NAT: AACSB Analytic AICPA Legal
50.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 334	NAT: AACSB Analytic AICPA Legal
51.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 178	NAT: AACSB Reflective AICPA Legal
52.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 282	NAT: AACSB Analytic AICPA Legal
53.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 127	NAT: AACSB Reflective AICPA Legal
54.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective AICPA Legal
55.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 248	NAT: AACSB Analytic AICPA Legal
56.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 28	NAT: AACSB Analytic AICPA Legal
57.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 246	NAT: AACSB Analytic AICPA Legal
58.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 35	NAT: AACSB Analytic AICPA Legal
59.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 231	NAT: AACSB Analytic AICPA Legal
60.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 291	NAT: AACSB Analytic AICPA Legal
61.	ANS: T 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. 127	NAT: AACSB Reflective AICPA Legal

63.	ANS: F KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 361	NAT: AACSB Reflective AICPA Legal
64.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 260	NAT: AACSB Analytic AICPA Legal
65.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 278	NAT: AACSB Reflective AICPA Legal
66.	ANS: T NAT: AACSB Ethics AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 94	KEY: Test Bank A
67.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 224	NAT: AACSB Analytic AICPA Legal
68.	ANS: F KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 362	NAT: AACSB Analytic AICPA Legal
69.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 290	NAT: AACSB Analytic AICPA Legal
70.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 214	NAT: AACSB Reflective AICPA Legal
71.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 147	NAT: AACSB Analytic AICPA Legal
72.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 237	NAT: AACSB Analytic AICPA Legal
73.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 168	NAT: AACSB Analytic AICPA Legal
74.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 186	NAT: AACSB Analytic AICPA Legal
75.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 76	NAT: AACSB Analytic AICPA Legal
76.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Analytic AICPA Legal
77.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 290	NAT: AACSB Reflective AICPA Legal
78.	ANS: T KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 366	NAT: AACSB Analytic AICPA Legal
79.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 277	NAT: AACSB Analytic AICPA Legal
80.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 258	NAT: AACSB Analytic AICPA Legal
81.	ANS: T KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 371	NAT: AACSB Analytic AICPA Legal

MULTIPLE CHOICE

82.	ANS: B NAT: AACSB Reflective AICPA Decision Modeling TYP: =	PTS: 1	REF: p. 35	KEY: Test Bank A
83.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 337	NAT: AACSB Reflective AICPA Legal

84.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 168	NAT: AACSB Reflective AICPA Legal
85.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 140	NAT: AACSB Reflective AICPA Legal
86.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 345	NAT: AACSB Reflective AICPA Legal
87.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Reflective AICPA Legal
88.	ANS: B NAT: AACSB Reflective AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 42	KEY: Test Bank A
89.	ANS: C NAT: AACSB Reflective AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 41	KEY: Test Bank A
90.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 170	NAT: AACSB Reflective AICPA Legal
91.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 5	NAT: AACSB Reflective AICPA Legal
92.	ANS: D KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective AICPA Legal
93.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective AICPA Legal
94.	ANS: A NAT: AACSB Communication AICPA Legal TYP: N	PTS: 1	REF: p. 257	KEY: Test Bank A
95.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 207	NAT: AACSB Reflective AICPA Legal
96.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 343	NAT: AACSB Reflective AICPA Legal
97.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 367	NAT: AACSB Reflective AICPA Legal
98.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 158	NAT: AACSB Reflective AICPA Legal
99.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 7	NAT: AACSB Reflective AICPA Legal
100.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 257	NAT: AACSB Reflective AICPA Legal
101.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 45	NAT: AACSB Reflective AICPA Legal
102.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 7	NAT: AACSB Reflective AICPA Legal
103.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 118	NAT: AACSB Reflective AICPA Legal
104.	ANS: A NAT: AACSB Ethics AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 101	KEY: Test Bank A
105.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 256	NAT: AACSB Reflective AICPA Legal

106.	ANS: C NAT: AACSB Reflective AICPA Critical Thinking TYP: +	PTS: 1	REF: p. 101	KEY: Test Bank A
107.	ANS: D KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 370	NAT: AACSB Reflective AICPA Legal
108.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 291	NAT: AACSB Reflective AICPA Legal
109.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 210	NAT: AACSB Reflective AICPA Legal
110.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective AICPA Legal
111.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 208	NAT: AACSB Reflective AICPA Legal
112.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 215	NAT: AACSB Reflective AICPA Legal
113.	ANS: B NAT: AACSB Reflective AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 33	KEY: Test Bank A
114.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 243	NAT: AACSB Reflective AICPA Legal
115.	ANS: D KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective AICPA Legal
116.	ANS: C NAT: AACSB Reflective AICPA Risk Analysis TYP: N	PTS: 1	REF: p. 89	KEY: Test Bank A
117.	ANS: B KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 368	NAT: AACSB Reflective AICPA Legal
118.	ANS: B KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 336	NAT: AACSB Reflective AICPA Legal
119.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective AICPA Legal
120.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 274	NAT: AACSB Reflective AICPA Legal
121.	ANS: A NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 107	KEY: Test Bank A
122.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 161	NAT: AACSB Reflective AICPA Legal
123.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 56	NAT: AACSB Reflective AICPA Legal
124.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 67	NAT: AACSB Reflective AICPA Legal
125.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 67	NAT: AACSB Reflective AICPA Legal
126.	ANS: A KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 293	NAT: AACSB Reflective AICPA Legal
127.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 126	NAT: AACSB Reflective AICPA Legal

128.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 144	NAT: AACSB Reflective AICPA Legal
129.	ANS: B NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 80	KEY: Test Bank A
130.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective AICPA Legal
131.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 146	NAT: AACSB Reflective AICPA Legal
132.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 32	NAT: AACSB Reflective AICPA Legal
133.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 82	NAT: AACSB Analytic AICPA Legal
134.	ANS: A NAT: AACSB Communication AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 53	KEY: Test Bank A
135.	ANS: C NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 12	KEY: Test Bank A
136.	ANS: B KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 146	NAT: AACSB Reflective AICPA Legal
137.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Reflective AICPA Legal
138.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Reflective AICPA Legal
139.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 141	NAT: AACSB Reflective AICPA Legal
140.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 87	NAT: AACSB Reflective AICPA Legal
141.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 296	NAT: AACSB Reflective AICPA Legal
142.	ANS: A NAT: AACSB Reflective AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 98	KEY: Test Bank A
143.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 338	NAT: AACSB Reflective AICPA Legal
144.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Reflective AICPA Legal
145.	ANS: B KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective AICPA Legal
146.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective AICPA Legal
147.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 195	NAT: AACSB Reflective AICPA Legal
148.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 196	NAT: AACSB Reflective AICPA Legal
149.	ANS: D KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 163	NAT: AACSB Reflective AICPA Legal

150.	ANS: B NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 34	KEY: Test Bank A
151.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 139	NAT: AACSB Reflective AICPA Legal
152.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 196	NAT: AACSB Reflective AICPA Legal
153.	ANS: B KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 372	NAT: AACSB Reflective AICPA Legal
154.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 292	NAT: AACSB Reflective AICPA Legal
155.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 129	NAT: AACSB Reflective AICPA Legal
156.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 174	NAT: AACSB Reflective AICPA Legal
157.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 249	NAT: AACSB Reflective AICPA Legal
158.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 164	NAT: AACSB Reflective AICPA Legal
159.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 248	NAT: AACSB Reflective AICPA Legal
160.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 38	NAT: AACSB Reflective AICPA Legal
161.	ANS: D KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 374	NAT: AACSB Reflective AICPA Legal
162.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 74	NAT: AACSB Reflective AICPA Legal
163.	ANS: D KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 356	NAT: AACSB Reflective AICPA Legal
164.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 207	NAT: AACSB Analytic AICPA Legal
165.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 118	NAT: AACSB Reflective AICPA Legal
166.	ANS: A NAT: AACSB Reflective AICPA Research TYP: +	PTS: 1	REF: p. 21	KEY: Test Bank A
167.	ANS: B NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 52	KEY: Test Bank A
168.	ANS: D KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 366	NAT: AACSB Reflective AICPA Legal
169.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 217	NAT: AACSB Reflective AICPA Legal
170.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 33	NAT: AACSB Reflective AICPA Legal

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

A 95.

 C 102.

 D 108.

 D 115.

 B 88.

 D 103.

 D 96.

 A 109.

 C 116.

 C 89.

 A 104.

 C 110.

 D 97.

 B 117.

 A 90.

 B 105.

 C 111.

 B 98.

 B 118.

 A 91.

 C 106.

 B 112.

 D 99.

 D 92.

 B 100.

 B 113.

 D 119.

 B 93.

 D 107.

 B 101.

 C 120.

 C 114.

 A 94.

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

A 155.

 D 162.

 D 168.

 D 156.

 D 163.

 C 169.

 C 157.

 D 164.

 C 170.

 D 158.

 D 165.

 D 159.

 C 160.

 A 166.

 D 161.

 B 167.

Bus 241 - Fall 2011 -- - Final Exam

You have 120 minutes to complete this examination. The is a OPEN book exam. YOU MAY ONLY USE YOUR TEXTBOOK. All other study materials, including back packs and purses, must be placed on the floor. NO OLD EXAMS OR PRACTICE EXAMS SHOULD BE VISIBLE. FAILURE TO FOLLOW THESE DIRECTIONS MAY RESULT IN YOU RECEIVING A ZERO SCORE FOR THE FINAL

Please be sure to answer all questions on the exam. There are EIGHTEEN (18) pages and 170 questions to this exam -- 81 True False, and 89 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. Compensatory damages compensate an injured party for damages arising directly from the loss of a bargain caused by a breach of contract.
- _____ 2. Ordinarily, the remedy for a seller's breach of a contract for a sale of real estate is damages.
- _____ 3. A contract in which goods and services are combined never falls within the scope of UCC Article 2.
- _____ 4. Article 2A of the UCC does *not* cover subleases of goods.
- _____ 5. A contract involving property of any kind must be in writing to be enforceable.
- _____ 6. An arbitrary use of ordinary words may *not* be trademarked.
- _____ 7. In some states, lawyers are not allowed to represent people in small claims courts.
- _____ 8. Corporations can be perceived as owing ethical duties to groups other than their shareholders.
- _____ 9. Most parties settle their lawsuits for damages or other remedies prior to trial.
- _____ 10. An *unauthorized* scan of a bank account can be an invasion of privacy.
- _____ 11. Business ethics is consistent only with short-run profit maximization.
- _____ 12. An agreement is evidenced by a single event: an offer.
- _____ 13. When a statute protects a certain class of people, a member of that class cannot enforce an otherwise illegal contract.
- _____ 14. International copyright protection is automatic—even in nations that have not signed international agreements relating to intellectual property rights.
- _____ 15. A contract that by its own terms *cannot* be performed within a year must be in writing to be enforceable.

- ___ 16. *Venue* is the term for the subject matter of a case.
- ___ 17. A person who commits larceny can be sued under tort law.
- ___ 18. One characteristic of an abnormally dangerous activity is that it involves a low degree of risk.
- ___ 19. An oral contract that must be in writing to be enforceable is *not* enforceable even if the parties admit to its existence in court.
- ___ 20. An artisan's lien is a defense to a charge of trespass to personal property.
- ___ 21. Remedies in equity include injunctions and decrees of specific performance.
- ___ 22. The purpose of the doctrine of election of remedies is to permit double recovery.
- ___ 23. The doctrine of quasi contract can be used only when there is an actual contract that covers the matter in controversy.
- ___ 24. Under the UCC, a sale is the passing of title from a seller to a buyer for a price payable in cash only.
- ___ 25. Specific performance is the remedy customarily used when one party has breached a contract for the sale of goods.
- ___ 26. The First Amendment does not protect corporate political speech.
- ___ 27. A motion for summary judgment may be made before, during, or after a trial.
- ___ 28. If an offeror does not expressly authorize a certain mode of acceptance, then acceptance may be made by any reasonable means.
- ___ 29. A contract to do something that is prohibited by statutory law is void.
- ___ 30. Causation in fact can be determined by use of the *but for* test.
- ___ 31. The minimal acceptable standard for ethical behavior is compliance with the law.
- ___ 32. The UETA does *not* apply to a transaction unless the parties agreed to conduct the transaction electronically.
- ___ 33. Picking pockets is not robbery.
- ___ 34. A party's oral agreement to pay another's debt is never enforceable.
- ___ 35. An offeree's power of acceptance is terminated when the offeror dies unless the offer is irrevocable.
- ___ 36. Misrepresentation of a material fact cannot occur through words alone.
- ___ 37. Congress can regulate all commerce in the United States.

Name: _____

ID: C

- _____ 38. A justiciable controversy is a case in which the court's decision—the "justice" that will be served—will be controversial.
- _____ 39. A statement of opinion is generally subject to a claim of fraud.
- _____ 40. Proximate cause exists when injuries sustained were too remotely connected to an incident to trigger liability.
- _____ 41. The United States Supreme Court has original jurisdiction in rare instances.
- _____ 42. Business ethics focuses on ethical behavior in the business world.
- _____ 43. A contract must be in writing to be enforceable if performance is impossible within one year.
- _____ 44. Thinking about killing someone constitutes the crime of attempted murder.
- _____ 45. If a contractual promise is not fulfilled, the person who made it may be required to perform the promised act.
- _____ 46. Under the UCC, an offeree can accept an offer to buy goods by a prompt promise to ship the goods.
- _____ 47. The courts can decide whether the other branches of government have acted within the scope of their constitutional authority.
- _____ 48. The taxing and spending clause of the U.S. Constitution has had a greater impact on business than any other clause in the Constitution.
- _____ 49. Overestimating the value of an object is a mistake for which a court will normally provide relief.
- _____ 50. The Constitution expressly excludes state regulation of commerce.
- _____ 51. Changing a trademark is forgery.
- _____ 52. An oral contract for a transfer of an interest in land is never enforceable.
- _____ 53. Damages are designed to punish a breaching party and deter others from similar conduct.
- _____ 54. A contract is void if one of the parties was intoxicated at the time of its formation.
- _____ 55. The measure of damages for breach of a construction contract depends on which party breaches and when.
- _____ 56. No offer may be revoked before it is accepted.
- _____ 57. Whether a contract with an unlicensed professional is enforceable depends on the purpose of the statute that requires the license.
- _____ 58. An illusory promise is a promise that is enforceable without consideration.
- _____ 59. In an employment contract, a covenant not to compete can be enforceable.

- ___ 60. If the parties to a contract attach materially different meanings to a contract term, the contract cannot be rescinded.
- ___ 61. A promise to do what one already has a legal duty to do is legally sufficient consideration.
- ___ 62. A federal case typically originates in a state court.
- ___ 63. Under the theory of negligence, the duty of care requires an *intentional* act.
- ___ 64. Risks ordinarily assumed in business do not constitute consideration for the modification of a contract.
- ___ 65. Ordinarily, "ignorance of the law is an excuse," or a valid defense to criminal liability.
- ___ 66. An offeror must have a serious intention to become bound by the offer.
- ___ 67. Under a finance lease, the lessee can stop performing and making lease payments if the leased equipment turns out to be defective.
- ___ 68. Conversion cannot occur when a person mistakenly believes that he or she is entitled to the goods.
- ___ 69. Restricting the bonuses that are paid to executives is unethical.
- ___ 70. An expert's false statement to a naive buyer about a technical detail will not usually entitle the buyer to rescind a contract.
- ___ 71. Disparagement of property is another term for appropriation.
- ___ 72. It is possible to copyright an idea.
- ___ 73. For consideration to have "legally sufficient value," it must consist of goods or money.
- ___ 74. An *ordinary* person standard determines whether allegedly negligent conduct resulted in a breach of a duty of care.
- ___ 75. Parents are required by law to provide necessities for their minor children.
- ___ 76. To rescind a contract for fraud, a plaintiff must prove an injury.
- ___ 77. Reliance on a non-expert's statement of opinion will not normally entitle a party to relief.
- ___ 78. Under the UCC, the meaning of any agreement must be interpreted in light of commercial practices.
- ___ 79. An invitation to negotiate—"can you afford this?"—is an offer.
- ___ 80. 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.

_____ 81. There are no state statutes regulating the use of spam.

Multiple Choice

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

- _____ 82. Freida and Gail enter into a bilateral contract, which is created when Freida gives a promise in exchange for Gail's
- a. prudent awareness only.
 - b. promise only.
 - c. performance of a particular act only.
 - d. payment of money only.

Fact Pattern 3-1A

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

- _____ 83. Refer to Fact Pattern 3-1A. The sheriff serves Nan with a summons. If Nan chooses to ignore it
- a. Mac will have a judgment entered in his favor.
 - b. Nan will have a judgment entered in her favor.
 - c. Nan must be served with a second summons.
 - d. Mac must file an amended complaint.
- _____ 84. 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
- a. make reasonable efforts to relet the premises to mitigate damages.
 - b. relet the premises to recover damages from Ray.
 - c. sell the premises to recover damages from Ray.
 - d. avoid reletting the premises to recover damages from Ray.
- _____ 85. Equipment Rental Corporation and Family Farm, Inc., are parties to an oral agreement for a lease of farm equipment with payments in excess of \$10,000. They may satisfy the Statute of Frauds by
- a. mutually agreeing not to commit fraud.
 - b. setting out the terms in a memo.
 - c. shaking hands on the deal.
 - d. repeating the terms in a phone call.
- _____ 86. 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
- a. do nothing but make a deal with a different service provider.
 - b. do nothing but temporarily suspend operations and wait.
 - c. file a criminal complaint against Even-Flo.
 - d. sue Even-Flo for damages.
- _____ 87. In a suit against Evan, Floyd obtains an *injunction*. This is
- a. an order to perform what was promised.
 - b. a payment of money or property as compensation.
 - c. an order to do or to refrain from doing a particular act.
 - d. the cancellation of a contract.

- _____ 88. 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.
 - an order to perform what was promised.
 - a payment of money or property as compensation.
- _____ 89. Enterprising Markets Coalition (EMC), a political lobbying group, wants a certain policy enacted into law. If EMC's policy conflicts with the U.S. Constitution, a law embodying it can be imposed by
- a state legislature.
 - Congress.
 - a federal court.
 - none of the choices.
- _____ 90. 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.
 - regardless of whether consumers are confused or Ellen and Frank are competitors.
 - only if Ellen and Frank are competitors.
 - only if consumers are confused.
- _____ 91. 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.
 - a federal court to exercise original jurisdiction.
 - the United States Supreme Court to refuse jurisdiction.
- _____ 92. Crosby believes that he and Dakota agreed he would act as her personal sports trainer for seven workout sessions. In a later dispute, the existence of any contract can be judged by
- the parties' statements at the time of their alleged contract.
 - what the plaintiff claims was the parties' intent.
 - what the defendant claims was the parties' intent.
 - what the parties agree they intended.
- _____ 93. The Securities Exchange Commission is an administrative agency. The chief purpose of such agencies is to
- act as liaisons between federal and state governments.
 - standardize laws for the executive and judicial branches.
 - impose uniform laws on the states.
 - perform specific government functions.
- _____ 94. 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.

- _____ 95. 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
- a. equality and fairness in adjudication.
 - b. space to fill in important information and time in which to do it.
 - c. privacy between the litigants and publicity in the judgment.
 - d. notice and an opportunity to respond.
- _____ 96. 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
- a. the hard drive, the name, and the operating manual.
 - b. the name only.
 - c. the operating manual only.
 - d. the hard drive only.
- _____ 97. 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. a summary jury trial.
 - b. a mini-trial.
 - c. early neutral case evaluation.
 - d. court-ordered arbitration.

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.

- _____ 98. 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. an answering brief.
 - b. a request for a deposition.
 - c. an advisory interrogatory.
 - d. a responding motion for judgment on the brief.
- _____ 99. Refer to Fact Pattern 3-3A. If Moe decides to appeal to a state appellate court, Moe's attorney must file, with the clerk of the *trial* court within a prescribed period of time
- a. a notice of appeal.
 - b. a formal refusal to abide by the verdict.
 - c. a transcript of the trial and copies of the exhibits.
 - d. the judgment order from which the appeal is taken.
- _____ 100. Halley, a lawyer on the staff of International Group, applies the utilitarian theory of ethics in business contexts. Utilitarianism focuses on
- a. the consequences of an action.
 - b. the nature of an action.
 - c. moral values.
 - d. religious beliefs.

- ____ 101. Rockstar Software, Inc., develops a new series of performance-related video games. The games are most likely protected by
- trade secrets law.
 - patent law.
 - trademark law.
 - copyright law.
- ____ 102. The case of *Max v. National Credit Co.* is heard in a trial court. The case of *O! Boy! Ice Cream Co. v. Pickled Peppers, Inc.*, is heard in an appellate court. The difference between a trial and an appellate court is whether
- a trial is being held.
 - the parties question how the law applies to their dispute.
 - the court is appealing.
 - the subject matter of the case involves complex facts.
- ____ 103. An anonymous person posts online a defamatory message about Dewitt. Not knowing the poster's identity, Dewitt files a suit against "John Doe." Using the authority of the court, Dewitt can obtain from the poster's Internet service provider
- an apology.
 - damages.
 - the identity of the poster.
 - none of the choices.
- ____ 104. Ruth, a minor, charges groceries at Sam's Mini-Mart. Two days later, Ruth disaffirms the purchase. Ruth owes Sam's
- the wholesale value of the groceries.
 - the retail value of the groceries.
 - nothing.
 - the reasonable value of the groceries.
- ____ 105. 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.
- ____ 106. 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.
- ____ 107. Rashad accesses Quant Company's computer system without authority to obtain protected financial data. Under federal law, this is
- not a crime.
 - a felony if Quant brings a civil suit against Rashad.
 - a crime, but not a felony.
 - a felony if it is committed for a commercial purpose.

- ____ 108. Beth is injured in a car accident and sues Cash, alleging negligence. Cash claims that Beth was driving more carelessly than he was. Comparative negligence may reduce Beth's recovery
- only if Beth was as equally at fault as Cash.
 - only if Beth was less at fault than Cash.
 - even if Beth was only slightly at fault.
 - only if Beth was more at fault than Cash.
- ____ 109. An Illinois state statute requires commercial vehicle drivers to "fully attend to the operation of the vehicle." Jerry, a driver for Crosstown Taxi Company, is driving and talking on his cell phone when his cab collides with Kayla's car, injuring her. Kayla's best theory for recovery against Jerry and Crosstown is
- negligence *per se*.
 - res ipsa loquitur*.
 - the "danger invites rescue" doctrine.
 - a Good Samaritan statutes.
- ____ 110. Kirk Custodial Service and Green Energy Company enter into an oral contract under which Kirk agrees to provide custodial service for Green's facilities for two years. This contract is enforceable by
- Green.
 - Kirk.
 - any interested third party, such as a janitorial supplies provider.
 - none of the choices.
- ____ 111. 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 copies the entire work.
 - Lex's use has no effect on the market for Mina's work.
 - Lex's use is for a commercial purpose.
- ____ 112. 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 injured.
 - only if Kris is not injured.
- ____ 113. 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.
 - provide Fidelio with funds for a foreseeable loss beyond the contract.
 - punish Equi and set an example to deter others from similar acts.
 - establish, as a matter of principle, that Equi acted wrongfully.
- ____ 114. Lindsey, an emergency medical technician, is called to an accident scene by Nicole and renders medical care to Marvin, a minor. Lindsey may recover the cost from
- no one.
 - the state.
 - Marvin.
 - Nicole.

- _____ 115. 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
- nothing.
 - the cost of new turf.
 - the difference between Damon's price and the actual cost of repair.
 - the loss of profit from the canceled game.
- _____ 116. 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.
 - any available evidence.
 - the later testimony of the parties.
 - the face of the instrument.
- _____ 117. Ergonomic Corporation convenes its employees for its managers to announce (1) a new company-wide ethical code of conduct, (2) an ad campaign to publicize the new code, and (3) the discharge of employees who do not adhere to the code. One of the most effective ways to set a tone of ethical behavior within a business organization is
- to create an ethical code of conduct.
 - to post a marketing campaign online touting the firm's ethical tone.
 - to discharge employees who do not create the appearance of impropriety.
 - for management to direct employees to "do as we say, not as we do."
- _____ 118. 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
- Edie v. Finest Fireworks Factory*.
 - Congress.
 - Palsgraf v. Long Island Railroad Co.*
 - Rylands v. Fletcher*.

Fact Pattern 1-1A

The Texas Supreme Court decides the case of *Livewire Entertainment Co. v. Power Play Corp.* Of nine justices, six believe the judgment should be in Livewire's favor. Justice Bellamy, one of the six, writes a separate opinion. The four justices who believe the judgment should be in Power's favor join in a third separate opinion.

- _____ 119. Refer to Fact Pattern 1-1A. Bellamy's opinion is known as
- a dissenting opinion.
 - a *per curiam* opinion.
 - a concurring opinion.
 - a majority opinion.
- _____ 120. Flo tells Gregor that she will buy his textbook from last semester for \$65. Gregor agrees. Flo and Gregor have
- an implied contract.
 - an executed contract.
 - an express contract.
 - a quasi contract.

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.

- _____ 121. 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.
 - fully integrated.
 - not fully integrated.
- _____ 122. Inferior Company sells products that are poorly made. Jock, who has never bought an Inferior product, files a suit against Inferior, alleging that its products are defective. The firm's best ground for dismissal of the suit is that Jock does not have
- standing.
 - certiorari*.
 - jurisdiction.
 - sufficient minimum contacts.
- _____ 123. Readymade Construction Corporation offers to buy from Set-Still Cement Company a certain quantity of cement for a certain price. Set-Still can accept the offer by
- a material alteration of the terms within a reasonable time.
 - a prompt shipment of the cement only.
 - a promise to ship or a prompt shipment of the cement.
 - a shipment of nonconforming goods with a notice of accommodation.
- _____ 124. Xtreme Publications, Inc., disseminates obscene materials. This is
- a right under the commerce clause.
 - a privilege under Article IV, Section 2.
 - a crime under numerous state and federal statutes.
 - a right under the First Amendment.

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.

- _____ 125. Refer to Fact Pattern 14-1A. Most likely, Linea may
- obtain damages from Newt.
 - recover nothing.
 - set aside the settlement with HLI.
 - obtain damages from HLI.
- _____ 126. Refer to Fact Pattern 14-1A. In terms of the impact on Linea's agreement with HLI, Newt's misdiagnosis is
- innocent misrepresentation.
 - negligent misrepresentation.
 - a mistake of fact.
 - an expert's puffery.

- _____ 127. At Parkside Bistro, Ogden believes that he was overcharged and shoves Nellie, the waiter. Nellie sues Ogden, alleging that the shove was a battery. Ogden is liable
- if Ogden acted out of malice.
 - if Parkside did not overcharge Ogden.
 - if the shove was offensive.
 - under no circumstances—the shove was not a battery.
- _____ 128. 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 employees are paid salaries.
 - enforceable.
 - unenforceable because the dollar amount is missing.
 - unenforceable because it is not supported by consideration.
- _____ 129. Tom's Timber Outlet and Olivia, a consumer, enter into a contract for a sale of plywood. If the contract includes a clause that is perceived as grossly unfair to Olivia, its enforcement may be challenged under
- the predominant-factor test.
 - the doctrine of unconscionability.
 - the principle of fair trade.
 - the mirror image rule.
- _____ 130. 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
- finer or imprisonment only.
 - nothing.
 - damages only.
 - damages, fines, or imprisonment.
- _____ 131. 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.
 - the same priority.
 - more priority.
 - less priority.
- _____ 132. Joy invites Ken into her apartment. Ken commits trespass to land if he
- refuses to leave when Joy asks him to go.
 - harms the apartment in any way.
 - makes disparaging remarks about Joy to others.
 - enters the apartment with fraudulent intent.
- _____ 133. Jill and Karl contract for the sale of Jill's horse for \$1,000. Unknown to either party, the horse has died. Karl is
- required to pay because she assumed the risk the horse might die.
 - not required to pay due to the *mutual* mistake.
 - entitled to another horse of equivalent value.
 - not required to pay due to the *unilateral* mistake.

Fact Pattern 2-1A

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

- _____ 134. 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 case will be heard by a mini-jury.
 - the dispute will eventually go to trial.
 - the resolution of the dispute will be decided an expert.
 - the process is not adversarial.
- _____ 135. 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
- intervention.
 - mediation.
 - arbitration.
 - conciliation.
- _____ 136. In an emergency situation, Milena, an emergency medical technician, renders aid to Lothar, who needs help. Lothar would most likely be prohibited from suing Milena for negligence under
- a social host statute.
 - no circumstances.
 - a Good Samaritan statute.
 - any circumstances.
- _____ 137. 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 virus.
 - a botnet.
 - a worm.
 - a cyberterrorist.
- _____ 138. Steve agrees to assume a debt of Thumb Grippers Company to Main Street Bank. The agreement is not in writing. To be enforceable, the promise must be for the benefit of
- Main Street.
 - any party.
 - Steve.
 - Thumb Grippers.
- _____ 139. A federal statute regulates an employment practice. To resolve a dispute concerning the practice, Paula, a judge, will most likely apply
- a common law doctrine that applied before the statute was enacted.
 - the statute.
 - a common law doctrine that applies to other, different practices.
 - Paula's personal philosophy of law.

- ____ 140. 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.
 - procedural due process.
 - equal protection of the law.
 - substantive due process.
- ____ 141. To avoid liability for intentional injuries, Northwest Power Corporation includes in its contracts an exculpatory clause. This is
- enforceable if the other parties have equal bargaining power.
 - enforceable if the other parties consent to it.
 - enforceable if the other parties are protected from liability.
 - not enforceable.
- ____ 142. Kay carelessly bumps into Lyle, knocking him to the ground. Kay has committed the tort of negligence
- under any circumstances.
 - only if Lyle is injured.
 - only if Lyle is not injured.
 - under no circumstances.
- ____ 143. 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.
 - the parties can keep the "benefits" of their bargain.
 - Lester must return the \$40 and Myrtle must return the player.
 - Lester must return the \$40 only.
- ____ 144. 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 duration of the deal.
 - the quantity of the goods.
- ____ 145. A common ethical dilemma faced by the management of General Holdings Corporation involves the effect that its decision will have on
- the government.
 - the U.S. Chamber of Commerce.
 - one group as opposed to another.
 - the firm's competitors.
- ____ 146. Karif orally agrees to buy a unique collection of sports memorabilia for \$1,000 from Jane and sends her \$250 as a down payment. When Karif sends her the rest of the price, Jane refuses to ship the collection. Karif should seek
- damages.
 - rescission.
 - specific performance.
 - reformation.

- ____ 147. Myra claims that a Nebraska state statute infringes on her "procedural due process" rights. This claim focuses on
- procedures used in making decisions to take life, liberty, or property.
 - the steps to be taken to protect Mary's privacy.
 - the content of the statute.
 - the similarity of the treatment of similarly situated individuals.
- ____ 148. 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 nominal damages clause.
 - a liquidated damages clause.
 - a penalty clause.
- ____ 149. Uri and Vicky orally agree on the sale of Uri's Nite Club to Vicky and note terms on a pair of the Club's napkins, which they both sign. A written memorandum evidencing an oral contract that would otherwise be unenforceable must contain
- every term.
 - the qualitative terms.
 - the preliminary terms.
 - the essential terms.
- ____ 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 covenant not to sue.
 - an accord and satisfaction.
 - an illusory promise.
 - a release.
- ____ 151. Pop Culture Clothiers, Inc., sells t-shirts to Trendwell Stores, Inc., under an existing contract. When textile costs increase, Trendwell agrees to a price increase, but later wants to cancel the contract. Trendwell may
- not cancel the contract.
 - cancel the contract only on reasonable notice.
 - cancel the contract immediately.
 - cancel the contract only after accepting a final shipment.
- ____ 152. 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.
 - consumers are confused.
 - Garland's use reproduces Ian's chapter exactly.
 - Garland's use is intentional.
- ____ 153. Mariah wins her suit against Variety Products Company. Variety's best ground for appeal is the trial court's interpretation of
- the credibility of the evidence that Mariah presented.
 - the 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.

- ____ 154. Opal files a complaint in a suit against Phil, and he files an answer. The case may now be
- resolved only after a trial ends.
 - dismissed or settled at this point.
 - dismissed only after a trial begins.
 - settled only during a trial.
- ____ 155. 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.
 - only the states on the Mississippi, Missouri, and Ohio Rivers.
 - all of the states, in whole or in part.
 - most of the states on the Atlantic and Pacific coasts.
- ____ 156. 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.
- ____ 157. Crafted Countertops, Inc., and Kitchen Design Corporation enter into a contract that does not specify the payment terms. Payment may be made in
- any commercially normal or acceptable means except credit card.
 - cash only.
 - any commercially normal or acceptable means.
 - cash or check only.
- ____ 158. Rodeo, S.A., which is based in Spain, enters into a contract for the sale of seven hydraulic lifts to Tonnage Shipping Company, which is based in the United States. This contract is governed by
- the Uniform Commercial Code.
 - Spanish law.
 - the provisions in the laws of both countries that are similar.
 - the United Nations Convention on Contracts for the International Sale of Goods.
- ____ 159. Gail is a "payday" lender charged with filing false claims in bankruptcy proceedings against her debtors. The standard of proof to find a defendant who has been charged with a crime guilty is
- beyond a reasonable doubt.
 - a preponderance of the evidence.
 - beyond all doubt.
 - clear and convincing evidence.
- ____ 160. 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.

- _____ 161. Development Associates (DA) agrees to buy five acres of land from Eastside Properties for \$15,000. Eastside fails to go through with the deal on the agreed date, when the market price of the land is \$17,000. DA may recover
- \$17,000.
 - \$0.
 - \$15,000.
 - \$2,000.
- _____ 162. 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
- damages representing restitution.
 - an amount in a quasi-contractual recovery.
 - specific performance of the deal.
 - nothing more.
- _____ 163. 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 be disaffirmed.
 - valid but may not be disaffirmed.
 - void as a matter of law.
- _____ 164. 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
- the same treatment as Kawa.
 - nothing.
 - worse treatment than Kawa.
 - better treatment than Kawa.

Fact Pattern 9-1A

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

- _____ 165. Refer to Fact Pattern 9-1A. Minka's secretly installed software allows her to forward transmissions from her unauthorized network to even more systems. This network is
- a bot.
 - a hacker.
 - a worm.
 - a botnet.
- _____ 166. 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.
 - "downloading" from the state.
 - a "substantial enough" connection with the state.
 - not connected with the state.

- ____ 167. 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. constitutional under the First Amendment.
 - c. unconstitutional under the commerce clause.
 - d. not subject to the U.S. Constitution.
- ____ 168. 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
- a. practically sound.
 - b. objectively worthy.
 - c. legally sufficient.
 - d. grossly inadequate.
- ____ 169. 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. illegal and unethical.
 - b. unethical but not illegal.
 - c. illegal but not unethical.
 - d. legal and ethical.
- ____ 170. Sights Unseen, Inc., (SUI) sells scopes with distinctively designed and made lenses and mirrors to scientists. Telescopes, Etc. Corporation later begins to sell scopes with identical set-ups of lenses and mirrors, without SUI's permission, to consumers. This is most likely
- a. trademark infringement.
 - b. copyright infringement.
 - c. patent infringement.
 - d. none of the choices.

Bus 241 - Fall 2011 -- - Final Exam Answer Section

TRUE/FALSE

- | | | | |
|---|--------|-------------|-------------------------------------|
| 1. ANS: T | PTS: 1 | REF: p. 334 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 2. ANS: F | PTS: 1 | REF: p. 335 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: + | | |
| 3. ANS: F | PTS: 1 | REF: p. 359 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank B | TYP: N | | |
| 4. ANS: F | PTS: 1 | REF: p. 361 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank B | TYP: + | | |
| 5. ANS: F | PTS: 1 | REF: p. 290 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 6. ANS: F | PTS: 1 | REF: p. 154 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 7. ANS: T | PTS: 1 | REF: p. 38 | |
| NAT: AACSB Analytic AICPA Critical Thinking | | | KEY: Test Bank A |
| TYP: N | | | |
| 8. ANS: T | PTS: 1 | REF: p. 94 | |
| NAT: AACSB Ethics AICPA Critical Thinking | | | KEY: Test Bank A |
| TYP: = | | | |
| 9. ANS: T | PTS: 1 | REF: p. 334 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 10. ANS: T | PTS: 1 | REF: p. 122 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: + | | |
| 11. ANS: F | PTS: 1 | REF: p. 94 | |
| NAT: AACSB Ethics AICPA Critical Thinking | | | KEY: Test Bank A |
| TYP: = | | | |
| 12. ANS: F | PTS: 1 | REF: p. 222 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 13. ANS: F | PTS: 1 | REF: p. 270 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 14. ANS: F | PTS: 1 | REF: p. 168 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 15. ANS: T | PTS: 1 | REF: p. 291 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 16. ANS: F | PTS: 1 | REF: p. 34 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 17. ANS: T | PTS: 1 | REF: p. 178 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 18. ANS: F | PTS: 1 | REF: p. 147 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 19. ANS: F | PTS: 1 | REF: p. 295 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: + | | |

20.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 127	NAT: AACSB Reflective AICPA Legal
21.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 7	NAT: AACSB Analytic AICPA Legal
22.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 343	NAT: AACSB Reflective AICPA Legal
23.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 214	NAT: AACSB Reflective AICPA Legal
24.	ANS: F KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 358	NAT: AACSB Analytic AICPA Legal
25.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Analytic AICPA Legal
26.	ANS: F NAT: AACSB Reflective AICPA Critical Thinking TYP: +	PTS: 1	REF: p. 80	KEY: Test Bank A
27.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 57	NAT: AACSB Analytic AICPA Legal
28.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 233	NAT: AACSB Analytic AICPA Legal
29.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 260	NAT: AACSB Analytic AICPA Legal
30.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 139	KEY: Test Bank A
31.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 94	KEY: Test Bank A
32.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 237	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. 292	NAT: AACSB Reflective AICPA Legal
35.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 231	NAT: AACSB Analytic AICPA Legal
36.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 278	NAT: AACSB Reflective AICPA Legal
37.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 76	KEY: Test Bank A
38.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 35	NAT: AACSB Analytic AICPA Legal
39.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 277	NAT: AACSB Analytic AICPA Legal
40.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 139	NAT: AACSB Analytic AICPA Legal
41.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 39	NAT: AACSB Analytic AICPA Legal

42.	ANS: T NAT: AACSB Ethics AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 93	KEY: Test Bank A
43.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 291	NAT: AACSB Analytic AICPA Legal
44.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 176	NAT: AACSB Reflective AICPA Legal
45.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 207	KEY: Test Bank A
46.	ANS: T KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 366	NAT: AACSB Analytic AICPA Legal
47.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 28	NAT: AACSB Analytic AICPA Legal
48.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 79	NAT: AACSB Analytic AICPA Legal
49.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 277	NAT: AACSB Reflective AICPA Legal
50.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 76	NAT: AACSB Analytic AICPA Legal
51.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 179	NAT: AACSB Analytic AICPA Legal
52.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 290	NAT: AACSB Reflective AICPA Legal
53.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Analytic AICPA Legal
54.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 258	NAT: AACSB Analytic AICPA Legal
55.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective AICPA Legal
56.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 210	NAT: AACSB Analytic AICPA Legal
57.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 263	NAT: AACSB Analytic AICPA Legal
58.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 248	NAT: AACSB Analytic AICPA Legal
59.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 263	NAT: AACSB Reflective AICPA Legal
60.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective 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: N	REF: p. 39	NAT: AACSB Analytic AICPA Legal
63.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 136	NAT: AACSB Analytic AICPA Legal
64.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 245	NAT: AACSB Analytic AICPA Legal

65.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 186	NAT: AACSB Analytic AICPA Legal
66.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 222	NAT: AACSB Analytic AICPA Legal
67.	ANS: F KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 362	NAT: AACSB Analytic AICPA Legal
68.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 127	NAT: AACSB Reflective AICPA Legal
69.	ANS: F NAT: AACSB Ethics AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 99	KEY: Test Bank A
70.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 278	NAT: AACSB Reflective AICPA Legal
71.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 128	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. 243	NAT: AACSB Analytic AICPA Legal
74.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 137	NAT: AACSB Analytic AICPA Legal
75.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 257	NAT: AACSB Analytic AICPA Legal
76.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 282	NAT: AACSB Analytic AICPA Legal
77.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 277	NAT: AACSB Reflective AICPA Legal
78.	ANS: T KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 371	NAT: AACSB Analytic AICPA Legal
79.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 224	NAT: AACSB Analytic AICPA Legal
80.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 291	NAT: AACSB Analytic AICPA Legal
81.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 131	NAT: AACSB Analytic AICPA Legal

MULTIPLE CHOICE

82.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 208	NAT: AACSB Reflective AICPA Legal
83.	ANS: A NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 52	KEY: Test Bank A
84.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 337	NAT: AACSB Reflective AICPA Legal
85.	ANS: B KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 368	NAT: AACSB Reflective AICPA Legal

86.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Reflective AICPA Legal
87.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 7	NAT: AACSB Reflective AICPA Legal
88.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 7	NAT: AACSB Reflective AICPA Legal
89.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 74	NAT: AACSB Reflective AICPA Legal
90.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective AICPA Legal
91.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 33	NAT: AACSB Reflective AICPA Legal
92.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 207	NAT: AACSB Reflective AICPA Legal
93.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 5	NAT: AACSB Reflective AICPA Legal
94.	ANS: A NAT: AACSB Reflective AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 33	KEY: Test Bank A
95.	ANS: D NAT: AACSB Communication AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 53	KEY: Test Bank A
96.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 158	NAT: AACSB Reflective AICPA Legal
97.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 45	NAT: AACSB Reflective AICPA Legal
98.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 67	NAT: AACSB Reflective AICPA Legal
99.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 67	NAT: AACSB Reflective AICPA Legal
100.	ANS: A NAT: AACSB Ethics AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 101	KEY: Test Bank A
101.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 164	NAT: AACSB Reflective AICPA Legal
102.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 32	NAT: AACSB Reflective AICPA Legal
103.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 129	NAT: AACSB Reflective AICPA Legal
104.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 257	NAT: AACSB Reflective AICPA Legal
105.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 293	NAT: AACSB Reflective AICPA Legal
106.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 118	NAT: AACSB Reflective AICPA Legal
107.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 196	NAT: AACSB Reflective AICPA Legal

108.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 144	NAT: AACSB Reflective AICPA Legal
109.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 146	NAT: AACSB Reflective AICPA Legal
110.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 291	NAT: AACSB Reflective AICPA Legal
111.	ANS: C KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective AICPA Legal
112.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 139	NAT: AACSB Reflective AICPA Legal
113.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Reflective AICPA Legal
114.	ANS: C NAT: AACSB Communication AICPA Legal TYP: N	PTS: 1	REF: p. 257	KEY: Test Bank A
115.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 336	NAT: AACSB Reflective AICPA Legal
116.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 215	NAT: AACSB Reflective AICPA Legal
117.	ANS: A NAT: AACSB Reflective AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 98	KEY: Test Bank A
118.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 140	NAT: AACSB Reflective AICPA Legal
119.	ANS: C NAT: AACSB Reflective AICPA Research TYP: +	PTS: 1	REF: p. 21	KEY: Test Bank A
120.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 210	NAT: AACSB Reflective AICPA Legal
121.	ANS: D KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 370	NAT: AACSB Reflective AICPA Legal
122.	ANS: A NAT: AACSB Reflective AICPA Decision Modeling TYP: =	PTS: 1	REF: p. 35	KEY: Test Bank A
123.	ANS: C KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 366	NAT: AACSB Reflective AICPA Legal
124.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 82	NAT: AACSB Analytic AICPA Legal
125.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective AICPA Legal
126.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 274	NAT: AACSB Reflective AICPA Legal
127.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 118	NAT: AACSB Reflective AICPA Legal
128.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 248	NAT: AACSB Reflective AICPA Legal
129.	ANS: B KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 372	NAT: AACSB Reflective AICPA Legal

130.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective AICPA Legal
131.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 217	NAT: AACSB Reflective AICPA Legal
132.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 126	NAT: AACSB Reflective AICPA Legal
133.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective AICPA Legal
134.	ANS: D NAT: AACSB Reflective AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 41	KEY: Test Bank A
135.	ANS: C NAT: AACSB Reflective AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 42	KEY: Test Bank A
136.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 146	NAT: AACSB Reflective AICPA Legal
137.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 196	NAT: AACSB Reflective AICPA Legal
138.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 292	NAT: AACSB Reflective AICPA Legal
139.	ANS: B NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 12	KEY: Test Bank A
140.	ANS: A NAT: AACSB Reflective AICPA Risk Analysis TYP: N	PTS: 1	REF: p. 89	KEY: Test Bank A
141.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 345	NAT: AACSB Reflective AICPA Legal
142.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 141	NAT: AACSB Reflective AICPA Legal
143.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Reflective AICPA Legal
144.	ANS: D KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective AICPA Legal
145.	ANS: C NAT: AACSB Reflective AICPA Critical Thinking TYP: +	PTS: 1	REF: p. 101	KEY: Test Bank A
146.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Reflective AICPA Legal
147.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 87	NAT: AACSB Reflective AICPA Legal
148.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 338	NAT: AACSB Reflective AICPA Legal
149.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 296	NAT: AACSB Reflective AICPA Legal
150.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 249	NAT: AACSB Reflective AICPA Legal

151.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 367	NAT: AACSB Reflective AICPA Legal
152.	ANS: A KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 163	NAT: AACSB Reflective AICPA Legal
153.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 38	NAT: AACSB Reflective AICPA Legal
154.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 56	NAT: AACSB Reflective AICPA Legal
155.	ANS: C KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 356	NAT: AACSB Reflective AICPA Legal
156.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 207	NAT: AACSB Analytic AICPA Legal
157.	ANS: C KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective AICPA Legal
158.	ANS: D KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 374	NAT: AACSB Reflective AICPA Legal
159.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 174	NAT: AACSB Reflective AICPA Legal
160.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 168	NAT: AACSB Reflective AICPA Legal
161.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective AICPA Legal
162.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 343	NAT: AACSB Reflective AICPA Legal
163.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 256	NAT: AACSB Reflective AICPA Legal
164.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 170	NAT: AACSB Reflective AICPA Legal
165.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 195	NAT: AACSB Reflective AICPA Legal
166.	ANS: C NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 34	KEY: Test Bank A
167.	ANS: A NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 80	KEY: Test Bank A
168.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 243	NAT: AACSB Reflective AICPA Legal
169.	ANS: A NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 107	KEY: Test Bank A
170.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 161	NAT: AACSB Reflective AICPA Legal

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

B 88. D 95. D 101. C 108. D 115.

 D 89. A 102. A 109. D 116.
 D 96.

 B 90. C 103. D 110. A 117.
 A 97.

 C 91. D 104. C 111. C 118.

 A 92. A 98. C 105. B 112.

 D 93. A 99. D 106. A 113.

 A 94. A 100. C 119.

 D 107. C 114. C 120.

C 127.

 A 140.

 A 147.

 D 134.

 D 121.

 D 128.

 D 141.

 C 148.

 C 135.

 A 122.

 B 129.

 B 142.

 D 149.

 C 136.

 C 123.

 D 130.

 C 143.

 A 150.

 D 137.

 C 124.

 C 131.

 D 144.

 A 151.

 C 138.

 C 145.

 A 132.

 A 152.

 C 125.

 B 139.

 B 133.

 C 146.

 B 153.

 C 126.

B 154.

 D 161.

 A 167.

 C 155.

 D 162.

 C 168.

 A 156.

 D 163.

 A 169.

 C 157.

 A 164.

 C 170.

 D 158.

 A 159.

 D 165.

 B 160.

 C 166.

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

	A	B	C
TF	52	51	17
TF	53	72	32
TF	54	39	9
TF	55	61	77
TF	56	45	37
TF	57	73	14
TF	58	24	64
TF	59	76	25
TF	60	21	16
TF	61	34	69
TF	62	28	30
TF	63	2	53
TF	64	46	6
TF	65	69	5
TF	66	44	62
TF	67	13	28
TF	68	79	39
TF	69	5	75
TF	70	49	48
TF	71	16	74
TF	72	20	45
TF	73	4	27
TF	74	23	71
TF	75	77	52
TF	76	22	24
TF	77	30	3
TF	78	63	4
TF	79	68	67
TF	80	78	46
TF	81	81	78
MC	82	162	89
MC	83	140	147
MC	84	110	133
MC	85	138	143
MC	86	137	113
MC	87	86	141
MC	88	139	142
MC	89	101	97
MC	90	104	100
MC	91	157	150
MC	92	155	103
MC	93	144	146
MC	94	95	92
MC	95	160	153
MC	96	121	169
MC	97	154	138
MC	98	109	120
MC	99	167	83
MC	100	93	130
MC	101	89	134
MC	102	88	135

	A	B	C
MC	103	166	119
MC	104	148	107
MC	105	135	139
MC	106	96	162
MC	107	149	152
MC	108	112	116
MC	109	119	125
MC	110	120	126
MC	111	156	159
MC	112	98	96
MC	113	87	86
MC	114	105	163
MC	115	165	127
MC	116	136	136
MC	117	147	165
MC	118	108	110
MC	119	91	93
MC	120	122	170
MC	121	113	94
MC	122	125	99
MC	123	124	98
MC	124	130	90
MC	125	118	115
MC	126	152	137
MC	127	131	109
MC	128	84	160
MC	129	170	91
MC	130	142	117
MC	131	127	132
MC	132	92	111
MC	133	94	114
MC	134	114	168
MC	135	128	108
MC	136	141	149
MC	137	103	106
MC	138	123	154
MC	139	83	84
MC	140	85	118
MC	141	100	104
MC	142	151	112
MC	143	164	156
MC	144	111	82
MC	145	133	124
MC	146	82	122
MC	147	159	128
MC	148	169	131
MC	149	116	140
MC	150	106	145
MC	151	90	164
MC	152	146	161
MC	153	132	102

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	A	B	C
MC	154	126	105
MC	155	129	167
MC	156	158	101
MC	157	134	95
MC	158	150	166
MC	159	143	148
MC	160	99	87
MC	161	102	88
MC	162	163	155
MC	163	115	157
MC	164	145	144
MC	165	168	123
MC	166	117	85
MC	167	107	121
MC	168	153	129
MC	169	161	158
MC	170	97	151