

Bus 241 - Spring 2011 - Exam No. 2

You have 130 minutes to complete this examination. This is a CLOSED book exam. All study materials, including backpacks and purses, must be placed on the floor.

Please be sure to answer all questions on the exam. There are THIRTEEN (13) pages and 120 questions to this exam -- 60 True False, and 60 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. THIS IS NECESSARY TO VERIFY WHICH VERSION 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 three versions to this exam. You must indicate "1" in special codes for version A; "2" in special codes for version B; "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.

Name: _____

ID: A

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

True/False

Indicate whether the statement is true or false.

- _____ 1. A promise is an assertion that one will or will not do something in the future.
- _____ 2. At a criminal trial, the burden of proof is on an accused person to prove his or her innocence.
- _____ 3. An offeror cannot revoke an option contract until the time specified in the offer has expired.
- _____ 4. Under the mailbox rule, an acceptance is not valid until it is received.
- _____ 5. In determining whether a use of a copyrighted work is infringement under the "fair use" doctrine, the *least* important factor is the effect of the use on the market for the work.
- _____ 6. An illusory promise is a promise that is enforceable without consideration.
- _____ 7. Under the Fifth Amendment, there is no circumstance in which a person can be compelled to testify.
- _____ 8. An oral contract is an implied-in-fact contract.
- _____ 9. There are no exceptions to the rule that contracts voluntarily entered into will be enforced.
- _____ 10. Parties with contractual capacity may form an enforceable contract.
- _____ 11. Only public officials prosecute criminal defendants.
- _____ 12. The theft of trade secrets is not a crime unless a contract is breached.
- _____ 13. A personal name is protected under trademark law if it acquires a secondary meaning.
- _____ 14. Money laundering includes making "dirty" money appear to be the "profit" of a legitimate business.
- _____ 15. Ordinary difficulties that could have been foreseen at the time a contract was formed do not justify a demand for additional compensation.
- _____ 16. An otherwise valid contract may be unenforceable if it is not in writing.
- _____ 17. Forgery includes counterfeiting.
- _____ 18. The recipient of stolen goods by one who does not know the identity of the owner or the thief has a defense to criminal liability.
- _____ 19. Criminal liability depends on the commission or omission of an act.

Name: _____

ID: A

- _____ 20. Contract disputes rarely arise on a promise of *future* performance.
- _____ 21. A unilateral contract is formed when the one receiving the offer completes the requested act or performance.
- _____ 22. An offer made illegal by a statute terminates only after a reasonable time.
- _____ 23. The prosecution in a criminal case need only establish by a preponderance of the evidence that the defendant committed the crime.
- _____ 24. A voidable contract is a valid contract that can be avoided at the option of at least one of the parties to it.
- _____ 25. The communication of an offer can be done by any effective means.
- _____ 26. Under the objective theory of contracts, the intention to enter into a contract is judged by objective facts as interpreted by a reasonable person.
- _____ 27. An acceptance that materially changes a term in the offer still creates a valid agreement.
- _____ 28. A generic term is *not* protected under trademark law unless it acquires a secondary meaning.
- _____ 29. A covenant not to sue is an agreement to substitute a contractual obligation for a legal action.
- _____ 30. To be valid, a contract must be enforceable by all of the parties to it.
- _____ 31. A trade name cannot be registered with the federal government if it is also a trademark.
- _____ 32. Each member country of the TRIPS agreement must include in its domestic laws broad intellectual property rights.
- _____ 33. The unauthorized use of a "famous" trademark is prohibited only if the unauthorized user competes directly with the owner of the mark.
- _____ 34. An offer is sufficient to evidence an agreement.
- _____ 35. If a person does not know that he or she is taking the property of someone else, the person cannot be convicted of theft.
- _____ 36. A service mark is used to distinguish products produced by the federal government from those produced by private corporations.
- _____ 37. Under the plain meaning rule, a court will enforce a contract, in which the writing is clear and unequivocal.
- _____ 38. Two parties can mutually agree to rescind a contract if it is executory.
- _____ 39. Informal contracts are usually based on substance rather than form.
- _____ 40. All promises are legal contracts.

Name: _____

ID: A

- ___ 41. It is a sufficient defense to a charge of embezzlement that the embezzler intended to return the embezzled property eventually.
- ___ 42. "Stealing" computer data is *not* a crime unless the data is altered or erased.
- ___ 43. A contract that cannot be enforced because of certain legal defenses is an unenforceable contract.
- ___ 44. A dilution cause of action requires proof that consumers are likely to be confused by a connection between a trademark and its unauthorized use.
- ___ 45. An offer to form a *unilateral* contract is accepted by a promise to perform.
- ___ 46. A contract cannot be void if its purpose is legal.
- ___ 47. An American who writes a book has copyright protection in every country in the world.
- ___ 48. Criminal liability depends on a specific state of mind or intent.
- ___ 49. Obtaining another person's phone card number so that it may be used to make unauthorized long-distance calls is theft.
- ___ 50. Under the exclusionary rule, all illegally obtained evidence must be included in any criminal prosecution.
- ___ 51. In contract law, "consideration" refers to the courtesy that one party shows another in negotiating a deal.
- ___ 52. Parties can form a contract without putting the terms in writing.
- ___ 53. A person may not be responsible for a criminal act if, as a result of a mental defect, he or she did not appreciate the wrongfulness of the act.
- ___ 54. An express contract must be in writing.
- ___ 55. Loading a file into a computer's random access memory constitutes the making of a "copy" for purposes of copyright law.
- ___ 56. A party who confers a benefit on someone else unnecessarily can recover the cost under the principle of quasi contract.
- ___ 57. Embezzlement is like robbery in that neither crime requires the use of force or fear.
- ___ 58. Only white-collar crimes are prosecuted under RICO.
- ___ 59. An invitation to negotiate—"can you afford this?" —is an offer.
- ___ 60. A promisee is a person who makes a promise.

Multiple Choice

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

- _____ 61. Jolly Sales Company and Kwik Distributors, Inc., enter into an agreement that contains some express terms and some that are implied. This is
- not a contract.
 - an implied-in-law contract.
 - an express contract only.
 - a mixture of an express contract and an implied-in-fact contract.
- _____ 62. Ernie's Good Eatin' Cafe uses a distinctive decor, layout, menu, and style of service. This restaurant's image and overall appearance is
- a collective mark.
 - a certification mark.
 - trade dress.
 - a service mark.
- _____ 63. Gamma Corporation allows Kappa Company to use Gamma's trademark as part of Kappa's domain name. This is
- dilution.
 - a license.
 - an injunction.
 - litigious.
- _____ 64. Finest Products Company and Great Goods, Inc., use the mark "Good Housekeeping Seal of Approval" to certify the quality of their products. Finest and Great are not in business together and do not own this mark. The mark is
- a service mark.
 - a certification mark.
 - a collective mark.
 - trade dress.
- _____ 65. 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 has no effect on the market for Mina's work.
 - Lex distributes the copies freely to the public.
 - Lex's use is for a commercial purpose.
- _____ 66. Ellen publishes a book titled *First Place*, which includes a chapter from Frank's copyrighted book *Great Racecar Drivers* without his permission. Ellen's use of the chapter is actionable
- regardless of whether consumers are confused or Ellen and Frank are competitors.
 - only if Ellen and Frank are competitors.
 - only if consumers are confused *and* Ellen and Frank are competitors.
 - only if consumers are confused.

- _____ 67. Holly is granted immunity after she agrees to testify about a crime. Holly has an absolute privilege against self-incrimination and
- can refuse to testify on Fifth Amendment grounds.
 - can be prosecuted only for the crime about which she agreed to testify.
 - cannot refuse to testify on Fifth Amendment grounds.
 - cannot be prosecuted for any crime.
- _____ 68. Mona offers Ned, a building inspector, money to overlook the violations in her new warehouse. Ned accepts the money and overlooks the violations. Mona is charged with the crime of bribery. The crime occurred when
- Ned accepted the bribe.
 - Mona offered the bribe.
 - Ned overlooked the violations.
 - Mona decided to offer the bribe.
- _____ 69. Beth claims that her contract with Carl is voidable. If the contract is avoided
- only Beth is released from it.
 - both parties are released from it.
 - neither party is released from it.
 - only Carl is released from it.
- _____ 70. The idea for "On Your Mark," a computer game featuring racing cars, is protected by
- patent law.
 - trademark law.
 - trade secrets law.
 - copyright law.
- _____ 71. Luna tells Kofi, who has no knowledge of literary thrillers, that she will tutor him in the subject for \$50. As an offer, this is
- effective.
 - not effective, because Kofi has no knowledge of the subject.
 - not effective, because thrillers are not literature.
 - not effective, because Luna's tutoring will be subjective.
- _____ 72. Laura and Mike enter into what Laura later claims is a contract. In deciding whether a valid contract was formed, a court will *not* look at
- the parties' subjective beliefs at the time of the alleged contract.
 - the parties' statements at the time of the alleged contract.
 - the parties' conduct at the time of the alleged contract.
 - the circumstances surrounding the alleged contract.
- _____ 73. Eastside Warehouse offers to sell a forklift to Forest Lumber Company, but it is stolen before Forest accepts. Eastside must obtain
- nothing for Forest, because the theft terminated the offer.
 - a forklift for Forest, if Eastside's insurance covers the loss.
 - nothing for Forest, because that would extend the time of the offer.
 - a forklift for Forest, if it wants one.

- _____ 74. The police arrest Lou, who confesses to a crime. Later, Lou refutes the confession and demands a trial, at which witnesses testify they saw him commit the crime. Lou is convicted and sentenced. The U.S. Constitution provides safeguards against all of the following *except*
- a. deprivations of life or liberty without due process of law.
 - b. not being allowed to question witnesses.
 - c. self-incrimination.
 - d. punishment.
- _____ 75. Tomato Farms (TF) offers to sell Unified Grocers, Inc., a boxcar load of tomatoes. The offer is sent via overnight delivery because an acceptance is required urgently. It would be most reasonable for Unified to accept via
- a. a phone call to TF within five business days.
 - b. a letter mailed to TF within two days.
 - c. a fax sent to TF as soon as the offer is received.
 - d. a fax, a letter, or a phone call to TF within two weeks.
- _____ 76. Baked Stuff Company agrees to supply Comida Café with all the corn chips that it requires for a year. A sudden blight caused by an organism hitherto unknown in the United States results in a shortage of corn, and the price rises sharply. Baked Stuff asks Comida to pay a higher price for the chips. This request is
- a. valid as a risk ordinarily assumed in business.
 - b. invalid as an attempt at extortion or the so-called holdup game.
 - c. valid due to the unforeseen difficulty of the sudden price increase.
 - d. invalid under the preexisting duty rule.
- _____ 77. Mary, who is charged with a crime, claims that Nick, a government agent, entrapped her. For entrapment to be a valid defense
- a. Nick must have pressured Mary into committing the crime.
 - b. Nick must have suggested that the crime be committed.
 - c. Mary must not have been predisposed to commit the crime.
 - d. all of the choices.
- _____ 78. Randi, an employee of Sales Omni, Inc., pays Talula, an employee of Sales's competitor U-Pic Company, for a secret Sales pricing schedule. This may be
- a. commercial bribery.
 - b. creative legal bookkeeping.
 - c. money laundering.
 - d. an effective marketing strategy.
- _____ 79. Gwen agrees to paint Holly's Gift Shop. Gwen does the work, but Holly does not pay. To recover the price, Gwen can collect from Holly on the basis of their
- a. implied-in-fact contract.
 - b. express contract.
 - c. implied-in-law contract.
 - d. quasi contract.
- _____ 80. Clay offers to pay Dot \$50 for a golf lesson for Eula. They agree to meet the day after tomorrow to exchange the cash for the lesson. These parties have
- a. a trilateral contract.
 - b. a unilateral contract.
 - c. a bilateral contract.
 - d. no contract.

- _____ 81. Copy Products, Inc., uses, in its ads, a trademark that is similar, but not identical, to a distinctive mark used by Durable Goods, Inc. Copy's use of the mark is actionable
- only if consumers are confused *and* Copy and Durable are competitors.
 - only if Copy and Durable are competitors.
 - regardless of whether consumers are confused or Copy and Durable are competitors.
 - only if consumers are confused.
- _____ 82. Royal Properties, Inc., mails a flyer to hundreds of firms, advertising a building for sale. Super Soup Brewing Company responds by saying, "We accept your offer." Between Royal and Super, there is
- no contract.
 - a contract for the sale of the building.
 - a contract to consider the offer before any others.
 - a contract to negotiate a sale of the building.
- _____ 83. Earl, driving while intoxicated, causes a car accident that results in the death of Frank. Earl is arrested and charged with a felony. A felony is a crime punishable by death or imprisonment for more than
- thirty days.
 - one year.
 - six months.
 - ten years.
- _____ 84. An officer of International Sales Corporation makes overtures to a representative of Global Distribution, Inc., regarding a business deal. Under the objective theory of contracts, the officer's words and conduct are held to mean whatever
- a reasonable person in the representative's position would think they meant.
 - the representative subjectively thought they meant.
 - the officer subjectively intended them to mean.
 - a reasonable person in the officer's position would think they meant.
- _____ 85. Nora enters into a contract with Owen's Transport Company for the delivery of a shipment of fresh produce. If the language in the contract has more than one meaning, it will be construed against
- the promisee.
 - the promisor.
 - the party who drafted the contract.
 - the party with the greater bargaining power.
- _____ 86. Numeric Methods Corporation promises to give stock options to Orin, a project schedule manager, for projects that have already been completed ahead of schedule. This promise is
- enforceable because it is an illusory promise.
 - unenforceable.
 - enforceable because it is a new contract.
 - enforceable because it is supported by past consideration.
- _____ 87. Cathy uses, on her new recording *Drive By*, the melody of a song written by Earl, without Earl's permission. This is
- patent infringement.
 - trademark infringement.
 - copyright infringement.
 - none of the choices.

- _____ 88. Tom enters a coffee shop at which he has an open account, fills a cup of coffee, holds it up so the cashier can see it, acknowledges the cashier's nod, and walks out with the coffee, knowing that he will be billed for it at the end of the month. Tom has formed
- a. an express contract.
 - b. a quasi contract.
 - c. an implied-in-law contract.
 - d. an implied-in-fact contract.
- _____ 89. Ferb mistakenly pays property taxes that should have been assessed against Grace. Ferb can recover the amount from Grace in quasi contract
- a. only if Grace tried to conceal the error.
 - b. only if Grace was aware of the error.
 - c. under no circumstances.
 - d. even if Grace was not aware of the error.

Fact Pattern 8-2

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

- _____ 90. Refer to Fact Pattern 8-2. A court is most likely to evaluate the adequacy of consideration if
- a. the items exchanged were of unequal value.
 - b. a thing exchanged has no intangible value to one of the parties.
 - c. there is a gross disparity in the value of the consideration exchanged.
 - d. something exchanged is not of direct economic or financial value.
- _____ 91. Refer to Fact Pattern 8-2. If, as Brad claims, the consideration in this problem is inadequate, it may indicate a lack of
- a. accord in Brad's satisfaction with the value of the deal.
 - b. bargained-for exchange or mutual assent.
 - c. "heft," "substance," or "weight" in the terms of the contract.
 - d. flexibility on the part of College Credit to accommodate Brad's needs.
- _____ 92. Holly enters into a contract to design robotic software for Interstate Assembly Corporation. The freedom to enter into contracts is
- a. a principle that describes contracting parties' intent.
 - b. a fundamental public policy of the United States.
 - c. an ambiguous business goal that is irrelevant in terms of the law
 - d. a philosophical concept that underlies international law.
- _____ 93. Energo, Inc., designs and makes a fuel injection system that copies Fuel-In Corporation's designs without Fuel-In's permission. This is most likely
- a. service mark infringement.
 - b. copyright infringement.
 - c. trademark infringement.
 - d. patent infringement.

- _____ 94. Auto Body Repair Shop (ABRS) promises to pay Ben \$1,000 a week to work for ABRS. Ben accepts and quits his job with Car Care Service. ABRS fails to provide a job for Ben. Ben has a cause of action based on
- a release.
 - past consideration.
 - an illusory promise.
 - promissory estoppel.
- _____ 95. Harry, a computer programmer for Inventory Control Corporation, is arrested in his employer's parking lot on suspicion of larceny. Harry must be informed of his right to
- a trial by jury.
 - question witnesses.
 - remain silent.
 - punishment.
- _____ 96. 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
- the face of the instrument.
 - any available evidence.
 - any relevant extrinsic evidence.
 - the later testimony of the parties.
- _____ 97. Jay is charged with embezzlement. Embezzlement is *not* robbery because embezzlement may be committed without
- a criminal act.
 - a criminal intent.
 - taking property from its owner.
 - the use of force of fear.
- _____ 98. Precise Factory Machinery, Inc., obtains a patent on a drill press. Quackley Equipment Company copies the design. This patent is infringed
- only if Quackley copies the press in its entirety *and* sells it.
 - regardless of whether Quackley copies the press in its entirety or sells it.
 - only if Quackley sells the press in the market.
 - only if Quackley copies the press in its entirety.
- _____ 99. Rory designs a new computer hard drive, which he names "Sci Phi." He also writes the operating manual to be included with each final product. Rory could obtain patent protection for
- the hard drive only.
 - the operating manual only.
 - the hard drive, the name, and the operating manual.
 - the name only.
- _____ 100. Ritzy Property, Inc., offers to sell a warehouse to Self-Storage Company. Self-Storage says that it will pay Ritzy \$100 to hold the offer open for three business days. This
- voids Ritzy's offer by extending the time term.
 - makes the offer irrevocable for three days if Ritzy accepts.
 - creates an illegal contract by adding a clause to Ritzy's offer.
 - negates Ritzy's offer by changing the price term.

- ____ 101. Milo files a suit against Neighbors Insurance Corporation under the doctrine of promissory estoppel. Milo must show that
- Milo justifiably relied on Neighbors's promise to his detriment.
 - Neighbors justifiably relied on Milo's promise to its detriment.
 - Milo justifiably refused to fulfill a promise to Neighbors.
 - Neighbors justifiably refused to fulfill a promise to Milo.
- ____ 102. Sam makes an offer to Tina to enter into a contract. Tina accepts the offer. A valid contract requires
- a valid offer and a valid acceptance.
 - a valid offer only.
 - a valid acceptance only.
 - neither a valid offer nor a valid acceptance.
- ____ 103. Bait 'n Tackle Corporation switches trademarks on products that it buys to sell to consumers. This is
- burglary.
 - larceny.
 - robbery.
 - forgery.
- ____ 104. Mona asserts that a contract she entered into with Nate is unenforceable. Defenses to the enforcement of a contract include
- the lack of a party's genuine assent.
 - a desire not to perform.
 - adverse economic consequences.
 - results that do not match expectations.
- ____ 105. Nate tells Opal, "I might sell the skis that I bought last fall since I haven't used them and the skiing season is almost over." This is
- a statement of future intent.
 - an offer.
 - an invitation to accept an offer.
 - an acceptance of an offer.
- ____ 106. Tom's Terrific Assembly Company promises its employees a 10-percent raise at the end of the year if productivity has increased and management feels it is warranted. Tom's must
- give the employees a 10-percent raise only at the end of the year.
 - give the employees a 10-percent raise only if productivity increases.
 - give the employees a 10-percent raise under any circumstances.
 - do nothing.
- ____ 107. Dian points a gun at Edie, threatening to shoot her unless she takes a certain file from Great Pharmaceutical Corporation. Charged with theft, Edie can successfully claim as a defense,
- entrapment.
 - self-defense.
 - consent.
 - duress.

- ____ 108. Alan, the president of Beturlife Investments, Inc., and Colin, Beturlife's accountant, are charged with a crime, after the police search Beturlife's offices. Under the exclusionary rule
- certain Beturlife records are excluded from a government subpoena.
 - illegally obtained evidence must be excluded from a trial.
 - persons who have biases that would prevent them from fairly deciding the case may be excluded from the jury.
 - certain parties to a criminal action may be excluded from a trial.
- ____ 109. Mei writes a check to Nat in an amount that represents half of her debt to him. On the back of the check, Mei includes the words "payment in full." Nat cashes the check. This discharges the entire debt
- if the debt is liquidated.
 - if the debt is past due.
 - under no circumstances.
 - if the debt is unliquidated.
- ____ 110. Abby and Ben copy and exchange MP3 music files over the Internet without anyone's permission. With respect to songs owned by Charter Recording Company, this is
- fair use.
 - licensing.
 - protected expression.
 - copyright infringement.
- ____ 111. Britney, an employee of Cartel Corporation, is arrested at work. A grand jury issues a formal charge against Britney for larceny. This charge is
- an inquisition.
 - an arraignment.
 - an indictment.
 - an information.
- ____ 112. Portia, a businessperson, is convicted of RICO offenses. Portia's penalties may include
- dissolution of her business but not forfeiture of its assets or imprisonment.
 - imprisonment and dissolution of her business but not forfeiture of its assets.
 - forfeiture of the business assets but not dissolution of the business or imprisonment.
 - dissolution of her business, forfeiture of its assets, and imprisonment.
- ____ 113. Hick, a representative of Interim Care Items, Inc., makes an offer to Jaqi, the owner of Kleen Hospice, Inc. The offer is effective even if
- Hick secretly does not intend to be bound by the offer.
 - Hick does not communicate it to Jaqi.
 - the terms of the offer are not reasonably definite.
 - Jaqi is not capable of accepting the offer.
- ____ 114. Corner Convenience Store (CCS) takes out a full-page ad in a local newspaper and runs a thirty-second commercial on a local television station, offering a reward for information leading to the apprehension of the person who robbed the store. CCS could normally terminate the offer by
- sending a notice to the news department of the local stations.
 - running a full-page ad in the paper and a thirty-second commercial on the local station.
 - placing a notice in the "Legal Announcements" section of the paper.
 - any of the choices.

- _____ 115. Carol buys Dan's book, *Expedition!*, photocopies more than half of it without his permission, and sells the copies without paying him royalties. This is
- fair use.
 - copyright infringement.
 - protected expression.
 - licensing.
- _____ 116. Quix Fix-It, Inc., offers Polly a job as a plumber. No time for acceptance is specified in the offer. The offer will terminate
- after a typical work week (five business days).
 - never.
 - after a usual month (thirty calendar days).
 - after a reasonable period of time.
- _____ 117. After Edie solicits investors to invest in a nonexistent business, she is charged with "mail fraud." This requires, among other things,
- depositing items in the postal system without proper postage.
 - claiming that an item is "in the mail" when it is not.
 - mailing or causing someone else to mail a writing.
 - deceiving postal authorities as to the content of an item of mail.
- _____ 118. Lara is indicted for a crime. Mac, the arresting officer, advises Lara of her right to counsel. Lara waives the right and confesses to the crime. Later, Lara claims that her confession should be excluded as evidence from her trial. The statement will most likely be
- excluded because it was elicited before Lara was advised of her rights.
 - admitted because Lara knew she did the crime and confessed.
 - excluded because a confession is not admissible in a criminal trial.
 - admitted because Lara made it after being advised of her rights.
- _____ 119. Adams Accounting Services and Best Products, Inc., enter into a contract. Terms in the contract that are the subject of separate negotiation are considered subordinate to
- standardized terms.
 - terms that are not negotiated separately.
 - terms that can be understood only by lawyers and judges.
 - none of the choices.
- _____ 120. *Blog* magazine buys and publishes an article by Cleo. Later, *Blog* markets a Web site database that contains a compilation of *Blog* articles, including Cleo's, without her consent. *Blog* has committed
- patent infringement.
 - trademark infringement.
 - copyright infringement.
 - theft of trade secrets.

Bus 241 - Spring 2011 - Exam No. 2

Answer Section

TRUE/FALSE

1. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 152 OBJ: TYPE: N LOC: AICPA Critical Thinking
2. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 125 OBJ: TYPE: N LOC: AICPA Legal
3. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 171 OBJ: TYPE: N LOC: AICPA Legal
4. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 174 OBJ: TYPE: N LOC: AICPA Legal
5. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 111 OBJ: TYPE: + LOC: AICPA Critical Thinking
6. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 177 OBJ: TYPE: N LOC: AICPA Legal
7. ANS: F PTS: 1 NAT: AACSB Reflective	REF: 137 OBJ: TYPE: N LOC: AICPA Legal
8. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 156 OBJ: TYPE: = LOC: AICPA Legal
9. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 154 OBJ: TYPE: = LOC: AICPA Legal
10. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 153 OBJ: TYPE: N LOC: AICPA Legal
11. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 124 OBJ: TYPE: = LOC: AICPA Legal
12. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 116 OBJ: TYPE: N LOC: AICPA Critical Thinking
13. ANS: T PTS: 1 NAT: AACSB Reflective	REF: 105 OBJ: TYPE: = LOC: AICPA Legal
14. ANS: T PTS: 1 NAT: AACSB Reflective	REF: 132 OBJ: TYPE: N LOC: AICPA Legal
15. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 176 OBJ: TYPE: N LOC: AICPA Legal
16. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 158 OBJ: TYPE: = LOC: AICPA Legal
17. ANS: T PTS: 1 NAT: AACSB Reflective	REF: 128 OBJ: TYPE: N LOC: AICPA Legal
18. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 128 OBJ: TYPE: = LOC: AICPA Legal
19. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 126 OBJ: TYPE: + LOC: AICPA Legal
20. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 153 OBJ: TYPE: = LOC: AICPA Legal
21. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 154 OBJ: TYPE: N LOC: AICPA Legal

22.	ANS: F	PTS: 1	REF: 173	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
23.	ANS: F	PTS: 1	REF: 125	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
24.	ANS: T	PTS: 1	REF: 157	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
25.	ANS: T	PTS: 1	REF: 171	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
26.	ANS: T	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
27.	ANS: F	PTS: 1	REF: 172	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
28.	ANS: F	PTS: 1	REF: 105	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
29.	ANS: T	PTS: 1	REF: 178	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
30.	ANS: F	PTS: 1	REF: 158	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
31.	ANS: F	PTS: 1	REF: 106	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
32.	ANS: T	PTS: 1	REF: 116	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
33.	ANS: F	PTS: 1	REF: 104	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
34.	ANS: F	PTS: 1	REF: 167	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
35.	ANS: T	PTS: 1	REF: 126	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
36.	ANS: F	PTS: 1	REF: 105	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
37.	ANS: T	PTS: 1	REF: 160	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
38.	ANS: T	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
39.	ANS: T	PTS: 1	REF: 156	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
40.	ANS: F	PTS: 1	REF: 152	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
41.	ANS: F	PTS: 1	REF: 129	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
42.	ANS: F	PTS: 1	REF: 143	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
43.	ANS: T	PTS: 1	REF: 158	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
44.	ANS: F	PTS: 1	REF: 107	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
45.	ANS: F	PTS: 1	REF: 154	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	

46. ANS: F

A contract with a legally incompetent purpose may have a valid legal purpose, but it will still be void

	PTS: 1	REF: 158	OBJ: TYPE: N	NAT: AACSB Reflective
	LOC: AICPA Legal			
47. ANS: F	PTS: 1	REF: 116	OBJ: TYPE: =	
	NAT: AACSB Analytic	LOC: AICPA Legal		
48. ANS: T	PTS: 1	REF: 126	OBJ: TYPE: +	
	NAT: AACSB Analytic	LOC: AICPA Legal		
49. ANS: T	PTS: 1	REF: 128	OBJ: TYPE: =	
	NAT: AACSB Reflective	LOC: AICPA Legal		
50. ANS: F	PTS: 1	REF: 138	OBJ: TYPE: =	
	NAT: AACSB Analytic	LOC: AICPA Legal		
51. ANS: F	PTS: 1	REF: 175	OBJ: TYPE: N	
	NAT: AACSB Analytic	LOC: AICPA Legal		
52. ANS: T	PTS: 1	REF: 156	OBJ: TYPE: +	
	NAT: AACSB Reflective	LOC: AICPA Legal		
53. ANS: T	PTS: 1	REF: 133	OBJ: TYPE: +	
	NAT: AACSB Analytic	LOC: AICPA Legal		
54. ANS: F	PTS: 1	REF: 156	OBJ: TYPE: =	
	NAT: AACSB Analytic	LOC: AICPA Legal		
55. ANS: T	PTS: 1	REF: 112	OBJ: TYPE: =	
	NAT: AACSB Reflective	LOC: AICPA Legal		
56. ANS: F	PTS: 1	REF: 158	OBJ: TYPE: N	
	NAT: AACSB Reflective	LOC: AICPA Legal		
57. ANS: F	PTS: 1	REF: 129	OBJ: TYPE: N	
	NAT: AACSB Analytic	LOC: AICPA Critical Thinking		
58. ANS: F	PTS: 1	REF: 132	OBJ: TYPE: N	
	NAT: AACSB Analytic	LOC: AICPA Legal		
59. ANS: F	PTS: 1	REF: 169	OBJ: TYPE: N	
	NAT: AACSB Analytic	LOC: AICPA Legal		
60. ANS: F	PTS: 1	REF: 153	OBJ: TYPE: =	
	NAT: AACSB Analytic	LOC: AICPA Legal		

MULTIPLE CHOICE

61. ANS: D	PTS: 1	REF: 156	OBJ: TYPE: N	
	NAT: AACSB Reflective	LOC: AICPA Legal		
62. ANS: C	PTS: 1	REF: 105	OBJ: TYPE: =	
	NAT: AACSB Reflective	LOC: AICPA Legal		
63. ANS: B	PTS: 1	REF: 107	OBJ: TYPE: N	
	NAT: AACSB Reflective	LOC: AICPA Legal		
64. ANS: B	PTS: 1	REF: 105	OBJ: TYPE: =	
	NAT: AACSB Reflective	LOC: AICPA Legal		
65. ANS: B	PTS: 1	REF: 111	OBJ: TYPE: N	
	NAT: AACSB Reflective	LOC: AICPA Legal		
66. ANS: A	PTS: 1	REF: 110	OBJ: TYPE: =	
	NAT: AACSB Reflective	LOC: AICPA Legal		

67.	ANS: C	PTS: 1	REF: 137	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
68.	ANS: B	PTS: 1	REF: 130	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
69.	ANS: B	PTS: 1	REF: 157	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
70.	ANS: C	PTS: 1	REF: 115	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
71.	ANS: A	PTS: 1	REF: 168	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
72.	ANS: A	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
73.	ANS: A	PTS: 1	REF: 175	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
74.	ANS: D	PTS: 1	REF: 137	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
75.	ANS: C	PTS: 1	REF: 174	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
76.	ANS: C	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
77.	ANS: D	PTS: 1	REF: 135	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
78.	ANS: A	PTS: 1	REF: 130	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
79.	ANS: B	PTS: 1	REF: 156	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
80.	ANS: C	PTS: 1	REF: 154	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
81.	ANS: C	PTS: 1	REF: 105	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
82.	ANS: A	PTS: 1	REF: 169	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
83.	ANS: B	PTS: 1	REF: 133	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
84.	ANS: A	PTS: 1	REF: 168	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
85.	ANS: C	PTS: 1	REF: 161	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
86.	ANS: B	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
87.	ANS: C	PTS: 1	REF: 110	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
88.	ANS: D	PTS: 1	REF: 156	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
89.	ANS: D	PTS: 1	REF: 158	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
90.	ANS: C	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	

91.	ANS: B	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
92.	ANS: B	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
93.	ANS: D	PTS: 1	REF: 109	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
94.	ANS: D	PTS: 1	REF: 179	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
95.	ANS: C	PTS: 1	REF: 138	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
96.	ANS: A	PTS: 1	REF: 160	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
97.	ANS: D	PTS: 1	REF: 129	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
98.	ANS: B	PTS: 1	REF: 109	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
99.	ANS: A	PTS: 1	REF: 108	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
100.	ANS: B	PTS: 1	REF: 171	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
101.	ANS: A	PTS: 1	REF: 179	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
102.	ANS: A	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
103.	ANS: D	PTS: 1	REF: 128	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
104.	ANS: A	PTS: 1	REF: 154	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
105.	ANS: A	PTS: 1	REF: 169	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
106.	ANS: D	PTS: 1	REF: 177	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
107.	ANS: D	PTS: 1	REF: 134	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
108.	ANS: B	PTS: 1	REF: 138	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
109.	ANS: D	PTS: 1	REF: 178	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
110.	ANS: D	PTS: 1	REF: 113	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
111.	ANS: C	PTS: 1	REF: 139	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
112.	ANS: D	PTS: 1	REF: 132	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
113.	ANS: A	PTS: 1	REF: 168	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
114.	ANS: B	PTS: 1	REF: 171	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	

115.	ANS: B	PTS: 1	REF: 111	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
116.	ANS: D	PTS: 1	REF: 174	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
117.	ANS: C	PTS: 1	REF: 130	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
118.	ANS: D	PTS: 1	REF: 138	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
119.	ANS: D	PTS: 1	REF: 161	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
120.	ANS: C	PTS: 1	REF: 111	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	

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

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

B 108.

 B 115.

 D 109.

 D 116.

 D 110.

 C 117.

 C 111.

 D 118.

 D 112.

 D 119.

 A 113.

 C 120.

 B 114.

Bus 241 - Spring 2011 - Exam No. 2

You have 130 minutes to complete this examination. The is a CLOSED book exam. All study materials, including back packs and purses, must be placed on the floor.

Please be sure to answer all questions on the exam. There are THIRTEEN (13) pages and 120 questions to this exam -- 60 True False, and 60 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. THIS IS NECESSARY TO VERIFY WHICH VERSION OF THE EXAM YOU WERE GIVE. 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 three versions to this exam. You must indicate "1" in special codes for version A; "2" in special codes for version B; "3" for version C.. Failure to provide this information on you 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. To be valid, a contract must be enforceable by all of the parties to it.
- _____ 2. The communication of an offer can be done by any effective means.
- _____ 3. A contract cannot be void if its purpose is legal.
- _____ 4. In determining whether a use of a copyrighted work is infringement under the "fair use" doctrine, the *least* important factor is the effect of the use on the market for the work.
- _____ 5. A contract that cannot be enforced because of certain legal defenses is an unenforceable contract.
- _____ 6. An oral contract is an implied-in-fact contract.
- _____ 7. An invitation to negotiate—"can you afford this?" —is an offer.
- _____ 8. A service mark is used to distinguish products produced by the federal government from those produced by private corporations.
- _____ 9. An express contract must be in writing.
- _____ 10. The unauthorized use of a "famous" trademark is prohibited only if the unauthorized user competes directly with the owner of the mark.
- _____ 11. Under the plain meaning rule, a court will enforce a contract, in which the writing is clear and unequivocal.
- _____ 12. Loading a file into a computer's random access memory constitutes the making of a "copy" for purposes of copyright law.
- _____ 13. Ordinary difficulties that could have been foreseen at the time a contract was formed do not justify a demand for additional compensation.
- _____ 14. All promises are legal contracts.
- _____ 15. Embezzlement is like robbery in that neither crime requires the use of force or fear.
- _____ 16. Money laundering includes making "dirty" money appear to be the "profit" of a legitimate business.
- _____ 17. A promisee is a person who makes a promise.
- _____ 18. A trade name cannot be registered with the federal government if it is also a trademark.

Name: _____

ID: B

- _____ 19. Criminal liability depends on the commission or omission of an act.
- _____ 20. Criminal liability depends on a specific state of mind or intent.
- _____ 21. Contract disputes rarely arise on a promise of *future* performance.
- _____ 22. If a person does not know that he or she is taking the property of someone else, the person cannot be convicted of theft.
- _____ 23. A dilution cause of action requires proof that consumers are likely to be confused by a connection between a trademark and its unauthorized use.
- _____ 24. Obtaining another person's phone card number so that it may be used to make unauthorized long-distance calls is theft.
- _____ 25. An offer to form a *unilateral* contract is accepted by a promise to perform.
- _____ 26. A generic term is *not* protected under trademark law unless it acquires a secondary meaning.
- _____ 27. A promise is an assertion that one will or will not do something in the future.
- _____ 28. The theft of trade secrets is not a crime unless a contract is breached.
- _____ 29. An offer made illegal by a statute terminates only after a reasonable time.
- _____ 30. A personal name is protected under trademark law if it acquires a secondary meaning.
- _____ 31. Informal contracts are usually based on substance rather than form.
- _____ 32. A covenant not to sue is an agreement to substitute a contractual obligation for a legal action.
- _____ 33. Only white-collar crimes are prosecuted under RICO.
- _____ 34. A party who confers a benefit on someone else unnecessarily can recover the cost under the principle of quasi contract.
- _____ 35. Each member country of the TRIPS agreement must include in its domestic laws broad intellectual property rights.
- _____ 36. An offer is sufficient to evidence an agreement.
- _____ 37. A voidable contract is a valid contract that can be avoided at the option of at least one of the parties to it.
- _____ 38. An illusory promise is a promise that is enforceable without consideration.
- _____ 39. An otherwise valid contract may be unenforceable if it is not in writing.

Name: _____

ID: B

- ___ 40. "Stealing" computer data is *not* a crime unless the data is altered or erased.
- ___ 41. The prosecution in a criminal case need only establish by a preponderance of the evidence that the defendant committed the crime.
- ___ 42. The recipient of stolen goods by one who does not know the identity of the owner or the thief has a defense to criminal liability.
- ___ 43. Forgery includes counterfeiting.
- ___ 44. A person may not be responsible for a criminal act if, as a result of a mental defect, he or she did not appreciate the wrongfulness of the act.
- ___ 45. Only public officials prosecute criminal defendants.
- ___ 46. In contract law, "consideration" refers to the courtesy that one party shows another in negotiating a deal.
- ___ 47. Under the objective theory of contracts, the intention to enter into a contract is judged by objective facts as interpreted by a reasonable person.
- ___ 48. Under the mailbox rule, an acceptance is not valid until it is received.
- ___ 49. At a criminal trial, the burden of proof is on an accused person to prove his or her innocence.
- ___ 50. It is a sufficient defense to a charge of embezzlement that the embezzler intended to return the embezzled property eventually.
- ___ 51. Under the Fifth Amendment, there is no circumstance in which a person can be compelled to testify.
- ___ 52. There are no exceptions to the rule that contracts voluntarily entered into will be enforced.
- ___ 53. Parties can form a contract without putting the terms in writing.
- ___ 54. Parties with contractual capacity may form an enforceable contract.
- ___ 55. A unilateral contract is formed when the one receiving the offer completes the requested act or performance.
- ___ 56. An offeror cannot revoke an option contract until the time specified in the offer has expired.
- ___ 57. An American who writes a book has copyright protection in every country in the world.
- ___ 58. Under the exclusionary rule, all illegally obtained evidence must be included in any criminal prosecution.
- ___ 59. An acceptance that materially changes a term in the offer still creates a valid agreement.
- ___ 60. Two parties can mutually agree to rescind a contract if it is executory.

Multiple Choice

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

- _____ 61. Clay offers to pay Dot \$50 for a golf lesson for Eula. They agree to meet the day after tomorrow to exchange the cash for the lesson. These parties have
- a bilateral contract.
 - a trilateral contract.
 - a unilateral contract.
 - no contract.
- _____ 62. Hick, a representative of Interim Care Items, Inc., makes an offer to Jaqi, the owner of Kleen Hospice, Inc. The offer is effective even if
- Hick does not communicate it to Jaqi.
 - Hick secretly does not intend to be bound by the offer.
 - Jaqi is not capable of accepting the offer.
 - the terms of the offer are not reasonably definite.
- _____ 63. Ferb mistakenly pays property taxes that should have been assessed against Grace. Ferb can recover the amount from Grace in quasi contract
- even if Grace was not aware of the error.
 - only if Grace was aware of the error.
 - under no circumstances.
 - only if Grace tried to conceal the error.
- _____ 64. The idea for "On Your Mark," a computer game featuring racing cars, is protected by
- patent law.
 - trade secrets law.
 - trademark law.
 - copyright law.
- _____ 65. Nate tells Opal, "I might sell the skis that I bought last fall since I haven't used them and the skiing season is almost over." This is
- an invitation to accept an offer.
 - an acceptance of an offer.
 - a statement of future intent.
 - an offer.
- _____ 66. Sam makes an offer to Tina to enter into a contract. Tina accepts the offer. A valid contract requires
- a valid offer only.
 - neither a valid offer nor a valid acceptance.
 - a valid offer and a valid acceptance.
 - a valid acceptance only.
- _____ 67. Precise Factory Machinery, Inc., obtains a patent on a drill press. Quackley Equipment Company copies the design. This patent is infringed
- regardless of whether Quackley copies the press in its entirety or sells it.
 - only if Quackley copies the press in its entirety.
 - only if Quackley sells the press in the market.
 - only if Quackley copies the press in its entirety *and* sells it.

- _____ 68. Gamma Corporation allows Kappa Company to use Gamma's trademark as part of Kappa's domain name. This is
- an injunction.
 - litigious.
 - a license.
 - dilution.
- _____ 69. Rory designs a new computer hard drive, which he names "Sci Phi." He also writes the operating manual to be included with each final product. Rory could obtain patent protection for
- the hard drive, the name, and the operating manual.
 - the hard drive only.
 - the name only.
 - the operating manual only.
- _____ 70. Cathy uses, on her new recording *Drive By*, the melody of a song written by Earl, without Earl's permission. This is
- copyright infringement.
 - trademark infringement.
 - patent infringement.
 - none of the choices.
- _____ 71. Lara is indicted for a crime. Mac, the arresting officer, advises Lara of her right to counsel. Lara waives the right and confesses to the crime. Later, Lara claims that her confession should be excluded as evidence from her trial. The statement will most likely be
- admitted because Lara knew she did the crime and confessed.
 - admitted because Lara made it after being advised of her rights.
 - excluded because it was elicited before Lara was advised of her rights.
 - excluded because a confession is not admissible in a criminal trial.
- _____ 72. Jolly Sales Company and Kwik Distributors, Inc., enter into an agreement that contains some express terms and some that are implied. This is
- an express contract only.
 - an implied-in-law contract.
 - not a contract.
 - a mixture of an express contract and an implied-in-fact contract.
- _____ 73. Nora enters into a contract with Owen's Transport Company for the delivery of a shipment of fresh produce. If the language in the contract has more than one meaning, it will be construed against
- the promisor.
 - the party with the greater bargaining power.
 - the promisee.
 - the party who drafted the contract.
- _____ 74. Dian points a gun at Edie, threatening to shoot her unless she takes a certain file from Great Pharmaceutical Corporation. Charged with theft, Edie can successfully claim as a defense,
- entrapment.
 - self-defense.
 - duress.
 - consent.

- ____ 75. Copy Products, Inc., uses, in its ads, a trademark that is similar, but not identical, to a distinctive mark used by Durable Goods, Inc. Copy's use of the mark is actionable
- only if Copy and Durable are competitors.
 - regardless of whether consumers are confused or Copy and Durable are competitors.
 - only if consumers are confused.
 - only if consumers are confused *and* Copy and Durable are competitors.
- ____ 76. After Edie solicits investors to invest in a nonexistent business, she is charged with "mail fraud." This requires, among other things,
- depositing items in the postal system without proper postage.
 - mailing or causing someone else to mail a writing.
 - deceiving postal authorities as to the content of an item of mail.
 - claiming that an item is "in the mail" when it is not.
- ____ 77. 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
- the later testimony of the parties.
 - any relevant extrinsic evidence.
 - any available evidence.
 - the face of the instrument.
- ____ 78. Beth claims that her contract with Carl is voidable. If the contract is avoided
- only Carl is released from it.
 - both parties are released from it.
 - neither party is released from it.
 - only Beth is released from it.
- ____ 79. Alan, the president of Beturlife Investments, Inc., and Colin, Beturlife's accountant, are charged with a crime, after the police search Beturlife's offices. Under the exclusionary rule
- persons who have biases that would prevent them from fairly deciding the case may be excluded from the jury.
 - certain Beturlife records are excluded from a government subpoena.
 - illegally obtained evidence must be excluded from a trial.
 - certain parties to a criminal action may be excluded from a trial.
- ____ 80. The police arrest Lou, who confesses to a crime. Later, Lou refutes the confession and demands a trial, at which witnesses testify they saw him commit the crime. Lou is convicted and sentenced. The U.S. Constitution provides safeguards against all of the following *except*
- not being allowed to question witnesses.
 - punishment.
 - deprivations of life or liberty without due process of law.
 - self-incrimination.
- ____ 81. Holly is granted immunity after she agrees to testify about a crime. Holly has an absolute privilege against self-incrimination and
- can be prosecuted only for the crime about which she agreed to testify.
 - cannot be prosecuted for any crime.
 - cannot refuse to testify on Fifth Amendment grounds.
 - can refuse to testify on Fifth Amendment grounds.

- _____ 82. Auto Body Repair Shop (ABRS) promises to pay Ben \$1,000 a week to work for ABRS. Ben accepts and quits his job with Car Care Service. ABRS fails to provide a job for Ben. Ben has a cause of action based on
- a. promissory estoppel.
 - b. past consideration.
 - c. an illusory promise.
 - d. a release.
- _____ 83. An officer of International Sales Corporation makes overtures to a representative of Global Distribution, Inc., regarding a business deal. Under the objective theory of contracts, the officer's words and conduct are held to mean whatever
- a. the representative subjectively thought they meant.
 - b. a reasonable person in the representative's position would think they meant.
 - c. the officer subjectively intended them to mean.
 - d. a reasonable person in the officer's position would think they meant.
- _____ 84. Corner Convenience Store (CCS) takes out a full-page ad in a local newspaper and runs a thirty-second commercial on a local television station, offering a reward for information leading to the apprehension of the person who robbed the store. CCS could normally terminate the offer by
- a. placing a notice in the "Legal Announcements" section of the paper.
 - b. sending a notice to the news department of the local stations.
 - c. running a full-page ad in the paper and a thirty-second commercial on the local station.
 - d. any of the choices.
- _____ 85. Carol buys Dan's book, *Expedition!*, photocopies more than half of it without his permission, and sells the copies without paying him royalties. This is
- a. licensing.
 - b. copyright infringement.
 - c. protected expression.
 - d. fair use.
- _____ 86. Baked Stuff Company agrees to supply Comida Café with all the corn chips that it requires for a year. A sudden blight caused by an organism hitherto unknown in the United States results in a shortage of corn, and the price rises sharply. Baked Stuff asks Comida to pay a higher price for the chips. This request is
- a. invalid as an attempt at extortion or the so-called holdup game.
 - b. invalid under the preexisting duty rule.
 - c. valid as a risk ordinarily assumed in business.
 - d. valid due to the unforeseen difficulty of the sudden price increase.
- _____ 87. Ellen publishes a book titled *First Place*, which includes a chapter from Frank's copyrighted book *Great Racecar Drivers* without his permission. Ellen's use of the chapter is actionable
- a. regardless of whether consumers are confused or Ellen and Frank are competitors.
 - b. only if Ellen and Frank are competitors.
 - c. only if consumers are confused.
 - d. only if consumers are confused *and* Ellen and Frank are competitors.

Fact Pattern 8-2

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

- _____ 88. Refer to Fact Pattern 8-2. A court is most likely to evaluate the adequacy of consideration if
- the items exchanged were of unequal value.
 - a thing exchanged has no intangible value to one of the parties.
 - something exchanged is not of direct economic or financial value.
 - there is a gross disparity in the value of the consideration exchanged.
- _____ 89. Refer to Fact Pattern 8-2. If, as Brad claims, the consideration in this problem is inadequate, it may indicate a lack of
- bargained-for exchange or mutual assent.
 - "heft," "substance," or "weight" in the terms of the contract.
 - flexibility on the part of College Credit to accommodate Brad's needs.
 - accord in Brad's satisfaction with the value of the deal.
- _____ 90. Adams Accounting Services and Best Products, Inc., enter into a contract. Terms in the contract that are the subject of separate negotiation are considered subordinate to
- standardized terms.
 - terms that are not negotiated separately.
 - terms that can be understood only by lawyers and judges.
 - none of the choices.
- _____ 91. Eastside Warehouse offers to sell a forklift to Forest Lumber Company, but it is stolen before Forest accepts. Eastside must obtain
- a forklift for Forest, if it wants one.
 - nothing for Forest, because that would extend the time of the offer.
 - a forklift for Forest, if Eastside's insurance covers the loss.
 - nothing for Forest, because the theft terminated the offer.
- _____ 92. Tom's Terrific Assembly Company promises its employees a 10-percent raise at the end of the year if productivity has increased and management feels it is warranted. Tom's must
- give the employees a 10-percent raise only if productivity increases.
 - give the employees a 10-percent raise under any circumstances.
 - give the employees a 10-percent raise only at the end of the year.
 - do nothing.
- _____ 93. Earl, driving while intoxicated, causes a car accident that results in the death of Frank. Earl is arrested and charged with a felony. A felony is a crime punishable by death or imprisonment for more than
- ten years.
 - one year.
 - thirty days.
 - six months.

- _____ 94. Mona asserts that a contract she entered into with Nate is unenforceable. Defenses to the enforcement of a contract include
- adverse economic consequences.
 - results that do not match expectations.
 - a desire not to perform.
 - the lack of a party's genuine assent.
- _____ 95. Energo, Inc., designs and makes a fuel injection system that copies Fuel-In Corporation's designs without Fuel-In's permission. This is most likely
- service mark infringement.
 - patent infringement.
 - trademark infringement.
 - copyright infringement.
- _____ 96. Finest Products Company and Great Goods, Inc., use the mark "Good Housekeeping Seal of Approval" to certify the quality of their products. Finest and Great are not in business together and do not own this mark. The mark is
- trade dress.
 - a service mark.
 - a collective mark.
 - a certification mark.
- _____ 97. Numeric Methods Corporation promises to give stock options to Orin, a project schedule manager, for projects that have already been completed ahead of schedule. This promise is
- unenforceable.
 - enforceable because it is an illusory promise.
 - enforceable because it is supported by past consideration.
 - enforceable because it is a new contract.
- _____ 98. Ritzy Property, Inc., offers to sell a warehouse to Self-Storage Company. Self-Storage says that it will pay Ritzy \$100 to hold the offer open for three business days. This
- negates Ritzy's offer by changing the price term.
 - voids Ritzy's offer by extending the time term.
 - makes the offer irrevocable for three days if Ritzy accepts.
 - creates an illegal contract by adding a clause to Ritzy's offer.
- _____ 99. Luna tells Kofi, who has no knowledge of literary thrillers, that she will tutor him in the subject for \$50. As an offer, this is
- not effective, because thrillers are not literature.
 - not effective, because Kofi has no knowledge of the subject.
 - effective.
 - not effective, because Luna's tutoring will be subjective.
- _____ 100. Abby and Ben copy and exchange MP3 music files over the Internet without anyone's permission. With respect to songs owned by Charter Recording Company, this is
- copyright infringement.
 - protected expression.
 - fair use.
 - licensing.

- ____ 101. Quix Fix-It, Inc., offers Polly a job as a plumber. No time for acceptance is specified in the offer. The offer will terminate
- never.
 - after a typical work week (five business days).
 - after a usual month (thirty calendar days).
 - after a reasonable period of time.
- ____ 102. Gwen agrees to paint Holly's Gift Shop. Gwen does the work, but Holly does not pay. To recover the price, Gwen can collect from Holly on the basis of their
- implied-in-law contract.
 - express contract.
 - implied-in-fact contract.
 - quasi contract.
- ____ 103. Mary, who is charged with a crime, claims that Nick, a government agent, entrapped her. For entrapment to be a valid defense
- Nick must have pressured Mary into committing the crime.
 - Nick must have suggested that the crime be committed.
 - Mary must not have been predisposed to commit the crime.
 - all of the choices.
- ____ 104. Portia, a businessperson, is convicted of RICO offenses. Portia's penalties may include
- forfeiture of the business assets but not dissolution of the business or imprisonment.
 - imprisonment and dissolution of her business but not forfeiture of its assets.
 - dissolution of her business but not forfeiture of its assets or imprisonment.
 - dissolution of her business, forfeiture of its assets, and imprisonment.
- ____ 105. Milo files a suit against Neighbors Insurance Corporation under the doctrine of promissory estoppel. Milo must show that
- Neighbors justifiably relied on Milo's promise to its detriment.
 - Milo justifiably refused to fulfill a promise to Neighbors.
 - Neighbors justifiably refused to fulfill a promise to Milo.
 - Milo justifiably relied on Neighbors's promise to his detriment.
- ____ 106. Jay is charged with embezzlement. Embezzlement is *not* robbery because embezzlement may be committed without
- a criminal intent.
 - a criminal act.
 - the use of force or fear.
 - taking property from its owner.
- ____ 107. Mona offers Ned, a building inspector, money to overlook the violations in her new warehouse. Ned accepts the money and overlooks the violations. Mona is charged with the crime of bribery. The crime occurred when
- Mona decided to offer the bribe.
 - Ned overlooked the violations.
 - Mona offered the bribe.
 - Ned accepted the bribe.

- _____ 108. Mei writes a check to Nat in an amount that represents half of her debt to him. On the back of the check, Mei includes the words "payment in full." Nat cashes the check. This discharges the entire debt
- if the debt is past due.
 - if the debt is unliquidated.
 - if the debt is liquidated.
 - under no circumstances.
- _____ 109. Britney, an employee of Cartel Corporation, is arrested at work. A grand jury issues a formal charge against Britney for larceny. This charge is
- an information.
 - an indictment.
 - an arraignment.
 - an inquisition.
- _____ 110. Bait 'n Tackle Corporation switches trademarks on products that it buys to sell to consumers. This is
- forgery.
 - larceny.
 - burglary.
 - robbery.
- _____ 111. *Blog* magazine buys and publishes an article by Cleo. Later, *Blog* markets a Web site database that contains a compilation of *Blog* articles, including Cleo's, without her consent. *Blog* has committed
- theft of trade secrets.
 - patent infringement.
 - trademark infringement.
 - copyright infringement.
- _____ 112. Royal Properties, Inc., mails a flyer to hundreds of firms, advertising a building for sale. Super Soup Brewing Company responds by saying, "We accept your offer." Between Royal and Super, there is
- a contract to negotiate a sale of the building.
 - no contract.
 - a contract to consider the offer before any others.
 - a contract for the sale of the building.
- _____ 113. Holly enters into a contract to design robotic software for Interstate Assembly Corporation. The freedom to enter into contracts is
- a philosophical concept that underlies international law.
 - a fundamental public policy of the United States.
 - a principle that describes contracting parties' intent.
 - an ambiguous business goal that is irrelevant in terms of the law
- _____ 114. Randi, an employee of Sales Omni, Inc., pays Talula, an employee of Sales's competitor U-Pic Company, for a secret Sales pricing schedule. This may be
- commercial bribery.
 - money laundering.
 - an effective marketing strategy.
 - creative legal bookkeeping.

- ____ 115. Ernie's Good Eatin' Cafe uses a distinctive decor, layout, menu, and style of service. This restaurant's image and overall appearance is
- a collective mark.
 - a service mark.
 - trade dress.
 - a certification mark.
- ____ 116. Laura and Mike enter into what Laura later claims is a contract. In deciding whether a valid contract was formed, a court will *not* look at
- the circumstances surrounding the alleged contract.
 - the parties' statements at the time of the alleged contract.
 - the parties' subjective beliefs at the time of the alleged contract.
 - the parties' conduct at the time of the alleged contract.
- ____ 117. Harry, a computer programmer for Inventory Control Corporation, is arrested in his employer's parking lot on suspicion of larceny. Harry must be informed of his right to
- punishment.
 - question witnesses.
 - a trial by jury.
 - remain silent.
- ____ 118. Lex reproduces Mina's copyrighted work without paying royalties. Lex is most likely excepted from liability for copyright infringement under the "fair use" doctrine if
- Lex copies the entire work.
 - Lex distributes the copies freely to the public.
 - Lex's use is for a commercial purpose.
 - Lex's use has no effect on the market for Mina's work.
- ____ 119. Tomato Farms (TF) offers to sell Unified Grocers, Inc., a boxcar load of tomatoes. The offer is sent via overnight delivery because an acceptance is required urgently. It would be most reasonable for Unified to accept via
- a fax sent to TF as soon as the offer is received.
 - a phone call to TF within five business days.
 - a fax, a letter, or a phone call to TF within two weeks.
 - a letter mailed to TF within two days.
- ____ 120. Tom enters a coffee shop at which he has an open account, fills a cup of coffee, holds it up so the cashier can see it, acknowledges the cashier's nod, and walks out with the coffee, knowing that he will be billed for it at the end of the month. Tom has formed
- an implied-in-law contract.
 - an express contract.
 - an implied-in-fact contract.
 - a quasi contract.

Bus 241 - Spring 2011 - Exam No. 2

Answer Section

TRUE/FALSE

- | | | | |
|---|------------------|------------------------------|------------------------------------|
| 1. ANS: F | PTS: 1 | REF: 158 | OBJ: TYPE: = |
| NAT: AACSB Analytic | | LOC: AICPA Legal | |
| 2. ANS: T | PTS: 1 | REF: 171 | OBJ: TYPE: N |
| NAT: AACSB Reflective | | LOC: AICPA Legal | |
| 3. ANS: F | | | |
| A contract with a legally incompetent purpose may have a valid legal purpose, but it will still be void | | | |
| | PTS: 1 | REF: 158 | OBJ: TYPE: N NAT: AACSB Reflective |
| | LOC: AICPA Legal | | |
| 4. ANS: F | PTS: 1 | REF: 111 | OBJ: TYPE: + |
| NAT: AACSB Analytic | | LOC: AICPA Critical Thinking | |
| 5. ANS: T | PTS: 1 | REF: 158 | OBJ: TYPE: = |
| NAT: AACSB Analytic | | LOC: AICPA Legal | |
| 6. ANS: F | PTS: 1 | REF: 156 | OBJ: TYPE: = |
| NAT: AACSB Analytic | | LOC: AICPA Legal | |
| 7. ANS: F | PTS: 1 | REF: 169 | OBJ: TYPE: N |
| NAT: AACSB Analytic | | LOC: AICPA Legal | |
| 8. ANS: F | PTS: 1 | REF: 105 | OBJ: TYPE: = |
| NAT: AACSB Reflective | | LOC: AICPA Legal | |
| 9. ANS: F | PTS: 1 | REF: 156 | OBJ: TYPE: = |
| NAT: AACSB Analytic | | LOC: AICPA Legal | |
| 10. ANS: F | PTS: 1 | REF: 104 | OBJ: TYPE: N |
| NAT: AACSB Reflective | | LOC: AICPA Legal | |
| 11. ANS: T | PTS: 1 | REF: 160 | OBJ: TYPE: = |
| NAT: AACSB Analytic | | LOC: AICPA Legal | |
| 12. ANS: T | PTS: 1 | REF: 112 | OBJ: TYPE: = |
| NAT: AACSB Reflective | | LOC: AICPA Legal | |
| 13. ANS: T | PTS: 1 | REF: 176 | OBJ: TYPE: N |
| NAT: AACSB Analytic | | LOC: AICPA Legal | |
| 14. ANS: F | PTS: 1 | REF: 152 | OBJ: TYPE: = |
| NAT: AACSB Analytic | | LOC: AICPA Critical Thinking | |
| 15. ANS: F | PTS: 1 | REF: 129 | OBJ: TYPE: N |
| NAT: AACSB Analytic | | LOC: AICPA Critical Thinking | |
| 16. ANS: T | PTS: 1 | REF: 132 | OBJ: TYPE: N |
| NAT: AACSB Reflective | | LOC: AICPA Legal | |
| 17. ANS: F | PTS: 1 | REF: 153 | OBJ: TYPE: = |
| NAT: AACSB Analytic | | LOC: AICPA Legal | |
| 18. ANS: F | PTS: 1 | REF: 106 | OBJ: TYPE: + |
| NAT: AACSB Reflective | | LOC: AICPA Legal | |
| 19. ANS: T | PTS: 1 | REF: 126 | OBJ: TYPE: + |
| NAT: AACSB Analytic | | LOC: AICPA Legal | |

20.	ANS: T	PTS: 1	REF: 126	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
21.	ANS: F	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
22.	ANS: T	PTS: 1	REF: 126	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
23.	ANS: F	PTS: 1	REF: 107	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
24.	ANS: T	PTS: 1	REF: 128	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
25.	ANS: F	PTS: 1	REF: 154	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
26.	ANS: F	PTS: 1	REF: 105	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
27.	ANS: T	PTS: 1	REF: 152	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
28.	ANS: F	PTS: 1	REF: 116	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
29.	ANS: F	PTS: 1	REF: 173	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
30.	ANS: T	PTS: 1	REF: 105	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
31.	ANS: T	PTS: 1	REF: 156	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
32.	ANS: T	PTS: 1	REF: 178	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
33.	ANS: F	PTS: 1	REF: 132	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
34.	ANS: F	PTS: 1	REF: 158	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
35.	ANS: T	PTS: 1	REF: 116	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
36.	ANS: F	PTS: 1	REF: 167	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
37.	ANS: T	PTS: 1	REF: 157	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
38.	ANS: F	PTS: 1	REF: 177	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
39.	ANS: T	PTS: 1	REF: 158	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
40.	ANS: F	PTS: 1	REF: 143	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
41.	ANS: F	PTS: 1	REF: 125	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
42.	ANS: F	PTS: 1	REF: 128	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
43.	ANS: T	PTS: 1	REF: 128	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	

44.	ANS: T	PTS: 1	REF: 133	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
45.	ANS: T	PTS: 1	REF: 124	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
46.	ANS: F	PTS: 1	REF: 175	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
47.	ANS: T	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
48.	ANS: F	PTS: 1	REF: 174	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
49.	ANS: F	PTS: 1	REF: 125	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
50.	ANS: F	PTS: 1	REF: 129	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
51.	ANS: F	PTS: 1	REF: 137	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
52.	ANS: F	PTS: 1	REF: 154	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
53.	ANS: T	PTS: 1	REF: 156	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
54.	ANS: T	PTS: 1	REF: 153	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
55.	ANS: T	PTS: 1	REF: 154	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
56.	ANS: T	PTS: 1	REF: 171	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
57.	ANS: F	PTS: 1	REF: 116	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
58.	ANS: F	PTS: 1	REF: 138	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
59.	ANS: F	PTS: 1	REF: 172	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
60.	ANS: T	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	

MULTIPLE CHOICE

61.	ANS: A	PTS: 1	REF: 154	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
62.	ANS: B	PTS: 1	REF: 168	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
63.	ANS: A	PTS: 1	REF: 158	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
64.	ANS: B	PTS: 1	REF: 115	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
65.	ANS: C	PTS: 1	REF: 169	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	

66.	ANS: C	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
67.	ANS: A	PTS: 1	REF: 109	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
68.	ANS: C	PTS: 1	REF: 107	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
69.	ANS: B	PTS: 1	REF: 108	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
70.	ANS: A	PTS: 1	REF: 110	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
71.	ANS: B	PTS: 1	REF: 138	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
72.	ANS: D	PTS: 1	REF: 156	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
73.	ANS: D	PTS: 1	REF: 161	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
74.	ANS: C	PTS: 1	REF: 134	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
75.	ANS: B	PTS: 1	REF: 105	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
76.	ANS: B	PTS: 1	REF: 130	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
77.	ANS: D	PTS: 1	REF: 160	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
78.	ANS: B	PTS: 1	REF: 157	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
79.	ANS: C	PTS: 1	REF: 138	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
80.	ANS: B	PTS: 1	REF: 137	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
81.	ANS: C	PTS: 1	REF: 137	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
82.	ANS: A	PTS: 1	REF: 179	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
83.	ANS: B	PTS: 1	REF: 168	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
84.	ANS: C	PTS: 1	REF: 171	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
85.	ANS: B	PTS: 1	REF: 111	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
86.	ANS: D	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
87.	ANS: A	PTS: 1	REF: 110	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
88.	ANS: D	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
89.	ANS: A	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	

90.	ANS: D	PTS: 1	REF: 161	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
91.	ANS: D	PTS: 1	REF: 175	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
92.	ANS: D	PTS: 1	REF: 177	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
93.	ANS: B	PTS: 1	REF: 133	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
94.	ANS: D	PTS: 1	REF: 154	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
95.	ANS: B	PTS: 1	REF: 109	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
96.	ANS: D	PTS: 1	REF: 105	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
97.	ANS: A	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
98.	ANS: C	PTS: 1	REF: 171	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
99.	ANS: C	PTS: 1	REF: 168	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
100.	ANS: A	PTS: 1	REF: 113	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
101.	ANS: D	PTS: 1	REF: 174	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
102.	ANS: B	PTS: 1	REF: 156	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
103.	ANS: D	PTS: 1	REF: 135	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
104.	ANS: D	PTS: 1	REF: 132	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
105.	ANS: D	PTS: 1	REF: 179	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
106.	ANS: C	PTS: 1	REF: 129	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
107.	ANS: C	PTS: 1	REF: 130	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
108.	ANS: B	PTS: 1	REF: 178	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
109.	ANS: B	PTS: 1	REF: 139	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
110.	ANS: A	PTS: 1	REF: 128	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
111.	ANS: D	PTS: 1	REF: 111	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
112.	ANS: B	PTS: 1	REF: 169	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
113.	ANS: B	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	

114. ANS: A	PTS: 1	REF: 130	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
115. ANS: C	PTS: 1	REF: 105	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
116. ANS: C	PTS: 1	REF: 153	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
117. ANS: D	PTS: 1	REF: 138	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
118. ANS: D	PTS: 1	REF: 111	OBJ: TYPE: N
NAT: AACSB Reflective		LOC: AICPA Legal	
119. ANS: A	PTS: 1	REF: 174	OBJ: TYPE: N
NAT: AACSB Reflective		LOC: AICPA Legal	
120. ANS: C	PTS: 1	REF: 156	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	

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

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

B 108.

 C 115.

 B 109.

 C 116.

 A 110.

 D 117.

 D 111.

 D 118.

 B 112.

 A 119.

 B 113.

 C 120.

 A 114.

Bus 241 - Spring 2011 - Exam No. 2

You have 130 minutes to complete this examination. The is a CLOSED book exam. All study materials, including back packs and purses, must be placed on the floor.

Please be sure to answer all questions on the exam. There are THIRTEEN (13) pages and 120 questions to this exam -- 60 True False, and 60 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. THIS IS NECESSARY TO VERIFY WHICH VERSION OF THE EXAM YOU WERE GIVE. 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 three versions to this exam. You must indicate "1" in special codes for version A; "2" in special codes for version B; "3" for version C.. Failure to provide this information on you 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. If a person does not know that he or she is taking the property of someone else, the person cannot be convicted of theft.
- _____ 2. Forgery includes counterfeiting.
- _____ 3. In determining whether a use of a copyrighted work is infringement under the "fair use" doctrine, the *least* important factor is the effect of the use on the market for the work.
- _____ 4. Embezzlement is like robbery in that neither crime requires the use of force or fear.
- _____ 5. A voidable contract is a valid contract that can be avoided at the option of at least one of the parties to it.
- _____ 6. A person may not be responsible for a criminal act if, as a result of a mental defect, he or she did not appreciate the wrongfulness of the act.
- _____ 7. Obtaining another person's phone card number so that it may be used to make unauthorized long-distance calls is theft.
- _____ 8. A personal name is protected under trademark law if it acquires a secondary meaning.
- _____ 9. Each member country of the TRIPS agreement must include in its domestic laws broad intellectual property rights.
- _____ 10. Money laundering includes making "dirty" money appear to be the "profit" of a legitimate business.
- _____ 11. Parties with contractual capacity may form an enforceable contract.
- _____ 12. Two parties can mutually agree to rescind a contract if it is executory.
- _____ 13. The unauthorized use of a "famous" trademark is prohibited only if the unauthorized user competes directly with the owner of the mark.
- _____ 14. An otherwise valid contract may be unenforceable if it is not in writing.
- _____ 15. An illusory promise is a promise that is enforceable without consideration.
- _____ 16. An offeror cannot revoke an option contract until the time specified in the offer has expired.
- _____ 17. An oral contract is an implied-in-fact contract.

Name: _____

ID: C

- ___ 18. A covenant not to sue is an agreement to substitute a contractual obligation for a legal action.
- ___ 19. In contract law, "consideration" refers to the courtesy that one party shows another in negotiating a deal.
- ___ 20. An express contract must be in writing.
- ___ 21. A promisee is a person who makes a promise.
- ___ 22. Parties can form a contract without putting the terms in writing.
- ___ 23. Informal contracts are usually based on substance rather than form.
- ___ 24. An invitation to negotiate—"can you afford this?" —is an offer.
- ___ 25. The communication of an offer can be done by any effective means.
- ___ 26. All promises are legal contracts.
- ___ 27. Loading a file into a computer's random access memory constitutes the making of a "copy" for purposes of copyright law.
- ___ 28. A generic term is *not* protected under trademark law unless it acquires a secondary meaning.
- ___ 29. Ordinary difficulties that could have been foreseen at the time a contract was formed do not justify a demand for additional compensation.
- ___ 30. A contract that cannot be enforced because of certain legal defenses is an unenforceable contract.
- ___ 31. Contract disputes rarely arise on a promise of *future* performance.
- ___ 32. A contract cannot be void if its purpose is legal.
- ___ 33. An offer is sufficient to evidence an agreement.
- ___ 34. At a criminal trial, the burden of proof is on an accused person to prove his or her innocence.
- ___ 35. Criminal liability depends on a specific state of mind or intent.
- ___ 36. Under the plain meaning rule, a court will enforce a contract, in which the writing is clear and unequivocal.
- ___ 37. An acceptance that materially changes a term in the offer still creates a valid agreement.
- ___ 38. The recipient of stolen goods by one who does not know the identity of the owner or the thief has a defense to criminal liability.
- ___ 39. Under the Fifth Amendment, there is no circumstance in which a person can be compelled to testify.

- ___ 40. "Stealing" computer data is *not* a crime unless the data is altered or erased.
- ___ 41. Under the objective theory of contracts, the intention to enter into a contract is judged by objective facts as interpreted by a reasonable person.
- ___ 42. Criminal liability depends on the commission or omission of an act.
- ___ 43. The prosecution in a criminal case need only establish by a preponderance of the evidence that the defendant committed the crime.
- ___ 44. It is a sufficient defense to a charge of embezzlement that the embezzler intended to return the embezzled property eventually.
- ___ 45. Only public officials prosecute criminal defendants.
- ___ 46. Under the exclusionary rule, all illegally obtained evidence must be included in any criminal prosecution.
- ___ 47. The theft of trade secrets is not a crime unless a contract is breached.
- ___ 48. Under the mailbox rule, an acceptance is not valid until it is received.
- ___ 49. An offer made illegal by a statute terminates only after a reasonable time.
- ___ 50. A dilution cause of action requires proof that consumers are likely to be confused by a connection between a trademark and its unauthorized use.
- ___ 51. A trade name cannot be registered with the federal government if it is also a trademark.
- ___ 52. An American who writes a book has copyright protection in every country in the world.
- ___ 53. To be valid, a contract must be enforceable by all of the parties to it.
- ___ 54. A unilateral contract is formed when the one receiving the offer completes the requested act or performance.
- ___ 55. A service mark is used to distinguish products produced by the federal government from those produced by private corporations.
- ___ 56. A party who confers a benefit on someone else unnecessarily can recover the cost under the principle of quasi contract.
- ___ 57. A promise is an assertion that one will or will not do something in the future.
- ___ 58. Only white-collar crimes are prosecuted under RICO.
- ___ 59. There are no exceptions to the rule that contracts voluntarily entered into will be enforced.
- ___ 60. An offer to form a *unilateral* contract is accepted by a promise to perform.

Multiple Choice

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

- _____ 61. The police arrest Lou, who confesses to a crime. Later, Lou refutes the confession and demands a trial, at which witnesses testify they saw him commit the crime. Lou is convicted and sentenced. The U.S. Constitution provides safeguards against all of the following *except*
- a. not being allowed to question witnesses.
 - b. deprivations of life or liberty without due process of law.
 - c. self-incrimination.
 - d. punishment.
- _____ 62. Laura and Mike enter into what Laura later claims is a contract. In deciding whether a valid contract was formed, a court will *not* look at
- a. the parties' statements at the time of the alleged contract.
 - b. the circumstances surrounding the alleged contract.
 - c. the parties' conduct at the time of the alleged contract.
 - d. the parties' subjective beliefs at the time of the alleged contract.
- _____ 63. Royal Properties, Inc., mails a flyer to hundreds of firms, advertising a building for sale. Super Soup Brewing Company responds by saying, "We accept your offer." Between Royal and Super, there is
- a. no contract.
 - b. a contract to negotiate a sale of the building.
 - c. a contract to consider the offer before any others.
 - d. a contract for the sale of the building.
- _____ 64. Earl, driving while intoxicated, causes a car accident that results in the death of Frank. Earl is arrested and charged with a felony. A felony is a crime punishable by death or imprisonment for more than
- a. six months.
 - b. ten years.
 - c. thirty days.
 - d. one year.
- _____ 65. Quix Fix-It, Inc., offers Polly a job as a plumber. No time for acceptance is specified in the offer. The offer will terminate
- a. after a reasonable period of time.
 - b. after a usual month (thirty calendar days).
 - c. after a typical work week (five business days).
 - d. never.
- _____ 66. Hick, a representative of Interim Care Items, Inc., makes an offer to Jaqi, the owner of Kleen Hospice, Inc. The offer is effective even if
- a. Jaqi is not capable of accepting the offer.
 - b. Hick does not communicate it to Jaqi.
 - c. the terms of the offer are not reasonably definite.
 - d. Hick secretly does not intend to be bound by the offer.
- _____ 67. The idea for "On Your Mark," a computer game featuring racing cars, is protected by
- a. patent law.
 - b. copyright law.
 - c. trademark law.
 - d. trade secrets law.

- _____ 68. After Edie solicits investors to invest in a nonexistent business, she is charged with "mail fraud." This requires, among other things,
- a. mailing or causing someone else to mail a writing.
 - b. claiming that an item is "in the mail" when it is not.
 - c. depositing items in the postal system without proper postage.
 - d. deceiving postal authorities as to the content of an item of mail.
- _____ 69. Carol buys Dan's book, *Expedition!*, photocopies more than half of it without his permission, and sells the copies without paying him royalties. This is
- a. copyright infringement.
 - b. licensing.
 - c. protected expression.
 - d. fair use.
- _____ 70. Copy Products, Inc., uses, in its ads, a trademark that is similar, but not identical, to a distinctive mark used by Durable Goods, Inc. Copy's use of the mark is actionable
- a. regardless of whether consumers are confused or Copy and Durable are competitors.
 - b. only if Copy and Durable are competitors.
 - c. only if consumers are confused *and* Copy and Durable are competitors.
 - d. only if consumers are confused.
- _____ 71. Portia, a businessperson, is convicted of RICO offenses. Portia's penalties may include
- a. dissolution of her business, forfeiture of its assets, and imprisonment.
 - b. dissolution of her business but not forfeiture of its assets or imprisonment.
 - c. forfeiture of the business assets but not dissolution of the business or imprisonment.
 - d. imprisonment and dissolution of her business but not forfeiture of its assets.
- _____ 72. Mona asserts that a contract she entered into with Nate is unenforceable. Defenses to the enforcement of a contract include
- a. a desire not to perform.
 - b. adverse economic consequences.
 - c. results that do not match expectations.
 - d. the lack of a party's genuine assent.
- _____ 73. Luna tells Kofi, who has no knowledge of literary thrillers, that she will tutor him in the subject for \$50. As an offer, this is
- a. not effective, because Kofi has no knowledge of the subject.
 - b. not effective, because thrillers are not literature.
 - c. not effective, because Luna's tutoring will be subjective.
 - d. effective.
- _____ 74. Baked Stuff Company agrees to supply Comida Café with all the corn chips that it requires for a year. A sudden blight caused by an organism hitherto unknown in the United States results in a shortage of corn, and the price rises sharply. Baked Stuff asks Comida to pay a higher price for the chips. This request is
- a. invalid as an attempt at extortion or the so-called holdup game.
 - b. invalid under the preexisting duty rule.
 - c. valid as a risk ordinarily assumed in business.
 - d. valid due to the unforeseen difficulty of the sudden price increase.

- _____ 75. Energo, Inc., designs and makes a fuel injection system that copies Fuel-In Corporation's designs without Fuel-In's permission. This is most likely
- patent infringement.
 - trademark infringement.
 - copyright infringement.
 - service mark infringement.
- _____ 76. Mei writes a check to Nat in an amount that represents half of her debt to him. On the back of the check, Mei includes the words "payment in full." Nat cashes the check. This discharges the entire debt
- if the debt is unliquidated.
 - if the debt is liquidated.
 - if the debt is past due.
 - under no circumstances.
- _____ 77. Eastside Warehouse offers to sell a forklift to Forest Lumber Company, but it is stolen before Forest accepts. Eastside must obtain
- nothing for Forest, because the theft terminated the offer.
 - a forklift for Forest, if Eastside's insurance covers the loss.
 - nothing for Forest, because that would extend the time of the offer.
 - a forklift for Forest, if it wants one.
- _____ 78. Ernie's Good Eatin' Cafe uses a distinctive decor, layout, menu, and style of service. This restaurant's image and overall appearance is
- a certification mark.
 - a service mark.
 - a collective mark.
 - trade dress.
- _____ 79. Mona offers Ned, a building inspector, money to overlook the violations in her new warehouse. Ned accepts the money and overlooks the violations. Mona is charged with the crime of bribery. The crime occurred when
- Ned overlooked the violations.
 - Mona offered the bribe.
 - Ned accepted the bribe.
 - Mona decided to offer the bribe.
- _____ 80. Sam makes an offer to Tina to enter into a contract. Tina accepts the offer. A valid contract requires
- a valid acceptance only.
 - a valid offer and a valid acceptance.
 - a valid offer only.
 - neither a valid offer nor a valid acceptance.
- _____ 81. Rory designs a new computer hard drive, which he names "Sci Phi." He also writes the operating manual to be included with each final product. Rory could obtain patent protection for
- the hard drive, the name, and the operating manual.
 - the name only.
 - the operating manual only.
 - the hard drive only.

- _____ 82. Tom enters a coffee shop at which he has an open account, fills a cup of coffee, holds it up so the cashier can see it, acknowledges the cashier's nod, and walks out with the coffee, knowing that he will be billed for it at the end of the month. Tom has formed
- an express contract.
 - a quasi contract.
 - an implied-in-fact contract.
 - an implied-in-law contract.
- _____ 83. 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
- the later testimony of the parties.
 - any relevant extrinsic evidence.
 - any available evidence.
 - the face of the instrument.
- _____ 84. Harry, a computer programmer for Inventory Control Corporation, is arrested in his employer's parking lot on suspicion of larceny. Harry must be informed of his right to
- punishment.
 - question witnesses.
 - remain silent.
 - a trial by jury.
- _____ 85. Milo files a suit against Neighbors Insurance Corporation under the doctrine of promissory estoppel. Milo must show that
- Milo justifiably relied on Neighbors's promise to his detriment.
 - Neighbors justifiably relied on Milo's promise to its detriment.
 - Milo justifiably refused to fulfill a promise to Neighbors.
 - Neighbors justifiably refused to fulfill a promise to Milo.
- _____ 86. Abby and Ben copy and exchange MP3 music files over the Internet without anyone's permission. With respect to songs owned by Charter Recording Company, this is
- copyright infringement.
 - protected expression.
 - licensing.
 - fair use.
- _____ 87. Beth claims that her contract with Carl is voidable. If the contract is avoided
- only Beth is released from it.
 - only Carl is released from it.
 - neither party is released from it.
 - both parties are released from it.
- _____ 88. Mary, who is charged with a crime, claims that Nick, a government agent, entrapped her. For entrapment to be a valid defense
- Mary must not have been predisposed to commit the crime.
 - Nick must have suggested that the crime be committed.
 - Nick must have pressured Mary into committing the crime.
 - all of the choices.

- _____ 89. Dian points a gun at Edie, threatening to shoot her unless she takes a certain file from Great Pharmaceutical Corporation. Charged with theft, Edie can successfully claim as a defense,
- a. entrapment.
 - b. consent.
 - c. duress.
 - d. self-defense.
- _____ 90. Ferb mistakenly pays property taxes that should have been assessed against Grace. Ferb can recover the amount from Grace in quasi contract
- a. only if Grace was aware of the error.
 - b. even if Grace was not aware of the error.
 - c. only if Grace tried to conceal the error.
 - d. under no circumstances.
- _____ 91. Gwen agrees to paint Holly's Gift Shop. Gwen does the work, but Holly does not pay. To recover the price, Gwen can collect from Holly on the basis of their
- a. quasi contract.
 - b. implied-in-fact contract.
 - c. implied-in-law contract.
 - d. express contract.
- _____ 92. An officer of International Sales Corporation makes overtures to a representative of Global Distribution, Inc., regarding a business deal. Under the objective theory of contracts, the officer's words and conduct are held to mean whatever
- a. a reasonable person in the officer's position would think they meant.
 - b. the representative subjectively thought they meant.
 - c. the officer subjectively intended them to mean.
 - d. a reasonable person in the representative's position would think they meant.
- _____ 93. Lara is indicted for a crime. Mac, the arresting officer, advises Lara of her right to counsel. Lara waives the right and confesses to the crime. Later, Lara claims that her confession should be excluded as evidence from her trial. The statement will most likely be
- a. excluded because a confession is not admissible in a criminal trial.
 - b. excluded because it was elicited before Lara was advised of her rights.
 - c. admitted because Lara knew she did the crime and confessed.
 - d. admitted because Lara made it after being advised of her rights.
- _____ 94. Tomato Farms (TF) offers to sell Unified Grocers, Inc., a boxcar load of tomatoes. The offer is sent via overnight delivery because an acceptance is required urgently. It would be most reasonable for Unified to accept via
- a. a fax sent to TF as soon as the offer is received.
 - b. a letter mailed to TF within two days.
 - c. a phone call to TF within five business days.
 - d. a fax, a letter, or a phone call to TF within two weeks.
- _____ 95. Gamma Corporation allows Kappa Company to use Gamma's trademark as part of Kappa's domain name. This is
- a. litigious.
 - b. a license.
 - c. an injunction.
 - d. dilution.

- _____ 96. Numeric Methods Corporation promises to give stock options to Orin, a project schedule manager, for projects that have already been completed ahead of schedule. This promise is
- unenforceable.
 - enforceable because it is a new contract.
 - enforceable because it is supported by past consideration.
 - enforceable because it is an illusory promise.
- _____ 97. Nora enters into a contract with Owen's Transport Company for the delivery of a shipment of fresh produce. If the language in the contract has more than one meaning, it will be construed against
- the promisee.
 - the party who drafted the contract.
 - the party with the greater bargaining power.
 - the promisor.
- _____ 98. Clay offers to pay Dot \$50 for a golf lesson for Eula. They agree to meet the day after tomorrow to exchange the cash for the lesson. These parties have
- a trilateral contract.
 - no contract.
 - a bilateral contract.
 - a unilateral contract.
- _____ 99. Holly enters into a contract to design robotic software for Interstate Assembly Corporation. The freedom to enter into contracts is
- a principle that describes contracting parties' intent.
 - an ambiguous business goal that is irrelevant in terms of the law
 - a fundamental public policy of the United States.
 - a philosophical concept that underlies international law.
- _____ 100. Jolly Sales Company and Kwik Distributors, Inc., enter into an agreement that contains some express terms and some that are implied. This is
- a mixture of an express contract and an implied-in-fact contract.
 - an implied-in-law contract.
 - not a contract.
 - an express contract only.
- _____ 101. Jay is charged with embezzlement. Embezzlement is *not* robbery because embezzlement may be committed without
- a criminal intent.
 - taking property from its owner.
 - the use of force or fear.
 - a criminal act.
- _____ 102. Tom's Terrific Assembly Company promises its employees a 10-percent raise at the end of the year if productivity has increased and management feels it is warranted. Tom's must
- give the employees a 10-percent raise only if productivity increases.
 - give the employees a 10-percent raise under any circumstances.
 - do nothing.
 - give the employees a 10-percent raise only at the end of the year.

- ____ 103. Finest Products Company and Great Goods, Inc., use the mark "Good Housekeeping Seal of Approval" to certify the quality of their products. Finest and Great are not in business together and do not own this mark. The mark is
- a collective mark.
 - a service mark.
 - a certification mark.
 - trade dress.
- ____ 104. Randi, an employee of Sales Omni, Inc., pays Talula, an employee of Sales's competitor U-Pic Company, for a secret Sales pricing schedule. This may be
- creative legal bookkeeping.
 - money laundering.
 - an effective marketing strategy.
 - commercial bribery.
- ____ 105. Corner Convenience Store (CCS) takes out a full-page ad in a local newspaper and runs a thirty-second commercial on a local television station, offering a reward for information leading to the apprehension of the person who robbed the store. CCS could normally terminate the offer by
- placing a notice in the "Legal Announcements" section of the paper.
 - sending a notice to the news department of the local stations.
 - running a full-page ad in the paper and a thirty-second commercial on the local station.
 - any of the choices.
- ____ 106. Britney, an employee of Cartel Corporation, is arrested at work. A grand jury issues a formal charge against Britney for larceny. This charge is
- an indictment.
 - an inquisition.
 - an arraignment.
 - an information.
- ____ 107. Holly is granted immunity after she agrees to testify about a crime. Holly has an absolute privilege against self-incrimination and
- cannot refuse to testify on Fifth Amendment grounds.
 - can refuse to testify on Fifth Amendment grounds.
 - cannot be prosecuted for any crime.
 - can be prosecuted only for the crime about which she agreed to testify.
- ____ 108. Ritzy Property, Inc., offers to sell a warehouse to Self-Storage Company. Self-Storage says that it will pay Ritzy \$100 to hold the offer open for three business days. This
- negates Ritzy's offer by changing the price term.
 - makes the offer irrevocable for three days if Ritzy accepts.
 - creates an illegal contract by adding a clause to Ritzy's offer.
 - voids Ritzy's offer by extending the time term.
- ____ 109. Cathy uses, on her new recording *Drive By*, the melody of a song written by Earl, without Earl's permission. This is
- patent infringement.
 - copyright infringement.
 - trademark infringement.
 - none of the choices.

- ____ 110. Adams Accounting Services and Best Products, Inc., enter into a contract. Terms in the contract that are the subject of separate negotiation are considered subordinate to
- standardized terms.
 - terms that are not negotiated separately.
 - terms that can be understood only by lawyers and judges.
 - none of the choices.
- ____ 111. *Blog* magazine buys and publishes an article by Cleo. Later, *Blog* markets a Web site database that contains a compilation of *Blog* articles, including Cleo's, without her consent. *Blog* has committed
- patent infringement.
 - trademark infringement.
 - theft of trade secrets.
 - copyright infringement.
- ____ 112. Precise Factory Machinery, Inc., obtains a patent on a drill press. Quackley Equipment Company copies the design. This patent is infringed
- only if Quackley sells the press in the market.
 - only if Quackley copies the press in its entirety.
 - only if Quackley copies the press in its entirety *and* sells it.
 - regardless of whether Quackley copies the press in its entirety or sells it.

Fact Pattern 8-2

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

- ____ 113. Refer to Fact Pattern 8-2. A court is most likely to evaluate the adequacy of consideration if
- a thing exchanged has no intangible value to one of the parties.
 - the items exchanged were of unequal value.
 - there is a gross disparity in the value of the consideration exchanged.
 - something exchanged is not of direct economic or financial value.
- ____ 114. Refer to Fact Pattern 8-2. If, as Brad claims, the consideration in this problem is inadequate, it may indicate a lack of
- "heft," "substance," or "weight" in the terms of the contract.
 - bargained-for exchange or mutual assent.
 - accord in Brad's satisfaction with the value of the deal.
 - flexibility on the part of College Credit to accommodate Brad's needs.
- ____ 115. Ellen publishes a book titled *First Place*, which includes a chapter from Frank's copyrighted book *Great Racecar Drivers* without his permission. Ellen's use of the chapter is actionable
- only if Ellen and Frank are competitors.
 - only if consumers are confused.
 - only if consumers are confused *and* Ellen and Frank are competitors.
 - regardless of whether consumers are confused or Ellen and Frank are competitors.
- ____ 116. Bait 'n Tackle Corporation switches trademarks on products that it buys to sell to consumers. This is
- burglary.
 - forgery.
 - robbery.
 - larceny.

- _____ 117. Alan, the president of Beturlife Investments, Inc., and Colin, Beturlife's accountant, are charged with a crime, after the police search Beturlife's offices. Under the exclusionary rule
- illegally obtained evidence must be excluded from a trial.
 - persons who have biases that would prevent them from fairly deciding the case may be excluded from the jury.
 - certain Beturlife records are excluded from a government subpoena.
 - certain parties to a criminal action may be excluded from a trial.
- _____ 118. Nate tells Opal, "I might sell the skis that I bought last fall since I haven't used them and the skiing season is almost over." This is
- an invitation to accept an offer.
 - a statement of future intent.
 - an offer.
 - an acceptance of an offer.
- _____ 119. 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's use has no effect on the market for Mina's work.
 - Lex copies the entire work.
- _____ 120. Auto Body Repair Shop (ABRS) promises to pay Ben \$1,000 a week to work for ABRS. Ben accepts and quits his job with Car Care Service. ABRS fails to provide a job for Ben. Ben has a cause of action based on
- promissory estoppel.
 - an illusory promise.
 - past consideration.
 - a release.

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Answer Section

TRUE/FALSE

1. ANS: T PTS: 1 NAT: AACSB Reflective	REF: 126 OBJ: TYPE: N LOC: AICPA Legal
2. ANS: T PTS: 1 NAT: AACSB Reflective	REF: 128 OBJ: TYPE: N LOC: AICPA Legal
3. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 111 OBJ: TYPE: + LOC: AICPA Critical Thinking
4. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 129 OBJ: TYPE: N LOC: AICPA Critical Thinking
5. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 157 OBJ: TYPE: = LOC: AICPA Legal
6. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 133 OBJ: TYPE: + LOC: AICPA Legal
7. ANS: T PTS: 1 NAT: AACSB Reflective	REF: 128 OBJ: TYPE: = LOC: AICPA Legal
8. ANS: T PTS: 1 NAT: AACSB Reflective	REF: 105 OBJ: TYPE: = LOC: AICPA Legal
9. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 116 OBJ: TYPE: = LOC: AICPA Legal
10. ANS: T PTS: 1 NAT: AACSB Reflective	REF: 132 OBJ: TYPE: N LOC: AICPA Legal
11. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 153 OBJ: TYPE: N LOC: AICPA Legal
12. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 176 OBJ: TYPE: N LOC: AICPA Legal
13. ANS: F PTS: 1 NAT: AACSB Reflective	REF: 104 OBJ: TYPE: N LOC: AICPA Legal
14. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 158 OBJ: TYPE: = LOC: AICPA Legal
15. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 177 OBJ: TYPE: N LOC: AICPA Legal
16. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 171 OBJ: TYPE: N LOC: AICPA Legal
17. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 156 OBJ: TYPE: = LOC: AICPA Legal
18. ANS: T PTS: 1 NAT: AACSB Reflective	REF: 178 OBJ: TYPE: N LOC: AICPA Legal
19. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 175 OBJ: TYPE: N LOC: AICPA Legal
20. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 156 OBJ: TYPE: = LOC: AICPA Legal
21. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 153 OBJ: TYPE: = LOC: AICPA Legal

22.	ANS: T	PTS: 1	REF: 156	OBJ: TYPE: +	
	NAT: AACSB Reflective		LOC: AICPA Legal		
23.	ANS: T	PTS: 1	REF: 156	OBJ: TYPE: N	
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking		
24.	ANS: F	PTS: 1	REF: 169	OBJ: TYPE: N	
	NAT: AACSB Analytic		LOC: AICPA Legal		
25.	ANS: T	PTS: 1	REF: 171	OBJ: TYPE: N	
	NAT: AACSB Reflective		LOC: AICPA Legal		
26.	ANS: F	PTS: 1	REF: 152	OBJ: TYPE: =	
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking		
27.	ANS: T	PTS: 1	REF: 112	OBJ: TYPE: =	
	NAT: AACSB Reflective		LOC: AICPA Legal		
28.	ANS: F	PTS: 1	REF: 105	OBJ: TYPE: =	
	NAT: AACSB Reflective		LOC: AICPA Legal		
29.	ANS: T	PTS: 1	REF: 176	OBJ: TYPE: N	
	NAT: AACSB Analytic		LOC: AICPA Legal		
30.	ANS: T	PTS: 1	REF: 158	OBJ: TYPE: =	
	NAT: AACSB Analytic		LOC: AICPA Legal		
31.	ANS: F	PTS: 1	REF: 153	OBJ: TYPE: =	
	NAT: AACSB Analytic		LOC: AICPA Legal		
32.	ANS: F				
	A contract with a legally incompetent purpose may have a valid legal purpose, but it will still be void				
	PTS: 1	REF: 158	OBJ: TYPE: N	NAT: AACSB Reflective	
	LOC: AICPA Legal				
33.	ANS: F	PTS: 1	REF: 167	OBJ: TYPE: N	
	NAT: AACSB Reflective		LOC: AICPA Legal		
34.	ANS: F	PTS: 1	REF: 125	OBJ: TYPE: N	
	NAT: AACSB Analytic		LOC: AICPA Legal		
35.	ANS: T	PTS: 1	REF: 126	OBJ: TYPE: +	
	NAT: AACSB Analytic		LOC: AICPA Legal		
36.	ANS: T	PTS: 1	REF: 160	OBJ: TYPE: =	
	NAT: AACSB Analytic		LOC: AICPA Legal		
37.	ANS: F	PTS: 1	REF: 172	OBJ: TYPE: N	
	NAT: AACSB Analytic		LOC: AICPA Legal		
38.	ANS: F	PTS: 1	REF: 128	OBJ: TYPE: =	
	NAT: AACSB Analytic		LOC: AICPA Legal		
39.	ANS: F	PTS: 1	REF: 137	OBJ: TYPE: N	
	NAT: AACSB Reflective		LOC: AICPA Legal		
40.	ANS: F	PTS: 1	REF: 143	OBJ: TYPE: N	
	NAT: AACSB Reflective		LOC: AICPA Legal		
41.	ANS: T	PTS: 1	REF: 153	OBJ: TYPE: =	
	NAT: AACSB Analytic		LOC: AICPA Legal		
42.	ANS: T	PTS: 1	REF: 126	OBJ: TYPE: +	
	NAT: AACSB Analytic		LOC: AICPA Legal		
43.	ANS: F	PTS: 1	REF: 125	OBJ: TYPE: =	
	NAT: AACSB Analytic		LOC: AICPA Legal		

44. ANS: F	PTS: 1	REF: 129	OBJ: TYPE: =
NAT: AACSB Analytic		LOC: AICPA Legal	
45. ANS: T	PTS: 1	REF: 124	OBJ: TYPE: =
NAT: AACSB Analytic		LOC: AICPA Legal	
46. ANS: F	PTS: 1	REF: 138	OBJ: TYPE: =
NAT: AACSB Analytic		LOC: AICPA Legal	
47. ANS: F	PTS: 1	REF: 116	OBJ: TYPE: N
NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
48. ANS: F	PTS: 1	REF: 174	OBJ: TYPE: N
NAT: AACSB Analytic		LOC: AICPA Legal	
49. ANS: F	PTS: 1	REF: 173	OBJ: TYPE: N
NAT: AACSB Analytic		LOC: AICPA Legal	
50. ANS: F	PTS: 1	REF: 107	OBJ: TYPE: =
NAT: AACSB Analytic		LOC: AICPA Legal	
51. ANS: F	PTS: 1	REF: 106	OBJ: TYPE: +
NAT: AACSB Reflective		LOC: AICPA Legal	
52. ANS: F	PTS: 1	REF: 116	OBJ: TYPE: =
NAT: AACSB Analytic		LOC: AICPA Legal	
53. ANS: F	PTS: 1	REF: 158	OBJ: TYPE: =
NAT: AACSB Analytic		LOC: AICPA Legal	
54. ANS: T	PTS: 1	REF: 154	OBJ: TYPE: N
NAT: AACSB Analytic		LOC: AICPA Legal	
55. ANS: F	PTS: 1	REF: 105	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
56. ANS: F	PTS: 1	REF: 158	OBJ: TYPE: N
NAT: AACSB Reflective		LOC: AICPA Legal	
57. ANS: T	PTS: 1	REF: 152	OBJ: TYPE: N
NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
58. ANS: F	PTS: 1	REF: 132	OBJ: TYPE: N
NAT: AACSB Analytic		LOC: AICPA Legal	
59. ANS: F	PTS: 1	REF: 154	OBJ: TYPE: =
NAT: AACSB Analytic		LOC: AICPA Legal	
60. ANS: F	PTS: 1	REF: 154	OBJ: TYPE: =
NAT: AACSB Analytic		LOC: AICPA Legal	

MULTIPLE CHOICE

61. ANS: D	PTS: 1	REF: 137	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
62. ANS: D	PTS: 1	REF: 153	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
63. ANS: A	PTS: 1	REF: 169	OBJ: TYPE: N
NAT: AACSB Reflective		LOC: AICPA Legal	
64. ANS: D	PTS: 1	REF: 133	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
65. ANS: A	PTS: 1	REF: 174	OBJ: TYPE: N
NAT: AACSB Reflective		LOC: AICPA Legal	

66.	ANS: D	PTS: 1	REF: 168	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
67.	ANS: D	PTS: 1	REF: 115	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
68.	ANS: A	PTS: 1	REF: 130	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
69.	ANS: A	PTS: 1	REF: 111	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
70.	ANS: A	PTS: 1	REF: 105	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
71.	ANS: A	PTS: 1	REF: 132	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
72.	ANS: D	PTS: 1	REF: 154	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
73.	ANS: D	PTS: 1	REF: 168	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
74.	ANS: D	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
75.	ANS: A	PTS: 1	REF: 109	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
76.	ANS: A	PTS: 1	REF: 178	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
77.	ANS: A	PTS: 1	REF: 175	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
78.	ANS: D	PTS: 1	REF: 105	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
79.	ANS: B	PTS: 1	REF: 130	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
80.	ANS: B	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
81.	ANS: D	PTS: 1	REF: 108	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
82.	ANS: C	PTS: 1	REF: 156	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
83.	ANS: D	PTS: 1	REF: 160	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
84.	ANS: C	PTS: 1	REF: 138	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
85.	ANS: A	PTS: 1	REF: 179	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
86.	ANS: A	PTS: 1	REF: 113	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
87.	ANS: D	PTS: 1	REF: 157	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
88.	ANS: D	PTS: 1	REF: 135	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
89.	ANS: C	PTS: 1	REF: 134	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	

90.	ANS: B	PTS: 1	REF: 158	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
91.	ANS: D	PTS: 1	REF: 156	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
92.	ANS: D	PTS: 1	REF: 168	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
93.	ANS: D	PTS: 1	REF: 138	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
94.	ANS: A	PTS: 1	REF: 174	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
95.	ANS: B	PTS: 1	REF: 107	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
96.	ANS: A	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
97.	ANS: B	PTS: 1	REF: 161	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
98.	ANS: C	PTS: 1	REF: 154	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
99.	ANS: C	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
100.	ANS: A	PTS: 1	REF: 156	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
101.	ANS: C	PTS: 1	REF: 129	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
102.	ANS: C	PTS: 1	REF: 177	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
103.	ANS: C	PTS: 1	REF: 105	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
104.	ANS: D	PTS: 1	REF: 130	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
105.	ANS: C	PTS: 1	REF: 171	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
106.	ANS: A	PTS: 1	REF: 139	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
107.	ANS: A	PTS: 1	REF: 137	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
108.	ANS: B	PTS: 1	REF: 171	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
109.	ANS: B	PTS: 1	REF: 110	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
110.	ANS: D	PTS: 1	REF: 161	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
111.	ANS: D	PTS: 1	REF: 111	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
112.	ANS: D	PTS: 1	REF: 109	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
113.	ANS: C	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	

114.	ANS: B	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
115.	ANS: D	PTS: 1	REF: 110	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
116.	ANS: B	PTS: 1	REF: 128	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
117.	ANS: A	PTS: 1	REF: 138	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
118.	ANS: B	PTS: 1	REF: 169	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
119.	ANS: C	PTS: 1	REF: 111	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
120.	ANS: A	PTS: 1	REF: 179	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	

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

<u> A </u> 75.	<u> C </u> 82.	<u> C </u> 89.	<u> A </u> 96.	<u> C </u> 103.
<u> A </u> 76.	<u> D </u> 83.	<u> B </u> 90.	<u> B </u> 97.	<u> D </u> 104.
<u> A </u> 77.	<u> C </u> 84.	<u> D </u> 91.	<u> C </u> 98.	<u> C </u> 105.
<u> D </u> 78.	<u> A </u> 85.	<u> D </u> 92.	<u> C </u> 99.	<u> A </u> 106.
<u> B </u> 79.	<u> A </u> 86.	<u> D </u> 93.	<u> A </u> 100.	<u> A </u> 107.
<u> B </u> 80.	<u> D </u> 87.	<u> A </u> 94.	<u> C </u> 101.	<u> B </u> 108.
<u> D </u> 81.	<u> D </u> 88.		<u> C </u> 102.	<u> B </u> 109.
		<u> B </u> 95.		

D 110.

 A 117.

 D 111.

 B 118.

 D 112.

 C 119.

 A 120.

 C 113.

 B 114.

 D 115.

 B 116.

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

	A	B	C
TF	52	53	22
TF	53	44	6
TF	54	9	20
TF	55	12	27
TF	56	34	56
TF	57	15	4
TF	58	33	58
TF	59	7	24
TF	60	17	21
MC	61	72	100
MC	62	115	78
MC	63	68	95
MC	64	96	103
MC	65	118	119
MC	66	87	115
MC	67	81	107
MC	68	107	79
MC	69	78	87
MC	70	64	67
MC	71	99	73
MC	72	116	62
MC	73	91	77
MC	74	80	61
MC	75	119	94
MC	76	86	74
MC	77	103	88
MC	78	114	104
MC	79	102	91
MC	80	61	98
MC	81	75	70
MC	82	112	63
MC	83	93	64
MC	84	83	92
MC	85	73	97
MC	86	97	96
MC	87	70	109
MC	88	120	82
MC	89	63	90
MC	90	88	113
MC	91	89	114
MC	92	113	99
MC	93	95	75
MC	94	82	120
MC	95	117	84
MC	96	77	83
MC	97	106	101
MC	98	67	112
MC	99	69	81
MC	100	98	108
MC	101	105	85
MC	102	66	80

	A	B	C
MC	103	110	116
MC	104	94	72
MC	105	65	118
MC	106	92	102
MC	107	74	89
MC	108	79	117
MC	109	108	76
MC	110	100	86
MC	111	109	106
MC	112	104	71
MC	113	62	66
MC	114	84	105
MC	115	85	69
MC	116	101	65
MC	117	76	68
MC	118	71	93
MC	119	90	110
MC	120	111	111