

**Bus 241 - Winter 2013 -- - Final Exam**

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

**Please be sure to answer all questions on the exam. There are EIGHTEEN (18) pages and 154 questions to this exam -- 72 True False, and 82 multiple choice. Count to make sure that you have all the pages and review your exam to make sure that you do not miss answering any pages or questions of the exam.**

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

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

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

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

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

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

**True/False**

Indicate whether the statement is true or false.

- \_\_\_\_\_ 1. Overestimating the value of an object is a mistake for which a court will normally provide relief.
- \_\_\_\_\_ 2. An arbitrary use of ordinary words may *not* be trademarked.
- \_\_\_\_\_ 3. A person who commits larceny can be sued under tort law.
- \_\_\_\_\_ 4. A contract is void if one of the parties was intoxicated at the time of its formation.
- \_\_\_\_\_ 5. The United States Supreme Court has original jurisdiction in rare instances.
- \_\_\_\_\_ 6. A person's intent to return embezzled property is a defense to the crime of embezzlement.
- \_\_\_\_\_ 7. A law that discriminates based on gender must substantially relate to an important government objective to be valid.
- \_\_\_\_\_ 8. In an auction, a bidder is an offeror.
- \_\_\_\_\_ 9. An oral contract for a transfer of an interest in land is never enforceable.
- \_\_\_\_\_ 10. National legislation governs nearly every major business activity, including conduct that has nothing to do with commerce.
- \_\_\_\_\_ 11. The UETA does *not* apply to a transaction unless the parties agreed to conduct the transaction electronically.
- \_\_\_\_\_ 12. An advertisement is generally considered an invitation to negotiate.
- \_\_\_\_\_ 13. The purpose of the doctrine of election of remedies is to permit double recovery.
- \_\_\_\_\_ 14. International copyright protection is automatic—even in nations that have not signed international agreements relating to intellectual property rights.
- \_\_\_\_\_ 15. A contract lacking a quantity term, when appropriate, may not be enforceable.

Name: \_\_\_\_\_

ID: A

- \_\_\_ 16. A party's oral agreement to pay another's debt is never enforceable.
- \_\_\_ 17. If the parties to a contract attach materially different meanings to a contract term, the contract cannot be rescinded.
- \_\_\_ 18. Disparagement of property is another term for appropriation.
- \_\_\_ 19. An innocent party can enforce a fraudulent contract.
- \_\_\_ 20. A contract must be in writing to be enforceable if performance is impossible within one year.
- \_\_\_ 21. An *unauthorized* scan of a bank account can be an invasion of privacy.
- \_\_\_ 22. Under federal law, an electronic signature can be as valid as a signature on paper.
- \_\_\_ 23. A contract involving property of any kind must be in writing to be enforceable.
- \_\_\_ 24. A federal case typically originates in a state court.
- \_\_\_ 25. The doctrine of promissory estoppel does not apply if there is a clear and definite promise.
- \_\_\_ 26. Reliance on a non-expert's statement of opinion will not normally entitle a party to relief.
- \_\_\_ 27. It is possible to copyright an idea.
- \_\_\_ 28. If a contractual promise is not fulfilled, the person who made it may be required to perform the promised act.
- \_\_\_ 29. Under the "danger invites rescue" doctrine, a person who tries to rescue another individual from harm is liable for any injuries to the individual.
- \_\_\_ 30. Misrepresentation of a material fact cannot occur through words alone.
- \_\_\_ 31. A minor may disaffirm a contract only if the subject matter is illegal.
- \_\_\_ 32. Changing a trademark is forgery.
- \_\_\_ 33. Ordinarily, the remedy for a seller's breach of a contract for a sale of real estate is damages.
- \_\_\_ 34. To commit an intentional tort, one person must intend to harm a certain other person.
- \_\_\_ 35. Under the mailbox rule, an acceptance takes effect at the time it is sent.
- \_\_\_ 36. An expert's false statement to a naive buyer about a technical detail will not usually entitle the buyer to rescind a contract.
- \_\_\_ 37. No offer may be revoked before it is accepted.

- \_\_\_\_\_ 38. Whether a contract with an unlicensed professional is enforceable depends on the purpose of the statute that requires the license.
- \_\_\_\_\_ 39. To rescind a contract for fraud, a plaintiff must prove an injury.
- \_\_\_\_\_ 40. All contracts between adults and minors are void.
- \_\_\_\_\_ 41. Damages are designed to punish a breaching party and deter others from similar conduct.
- \_\_\_\_\_ 42. Under the doctrine of strict liability, liability is imposed strictly according to fault.
- \_\_\_\_\_ 43. A statement of opinion is generally subject to a claim of fraud.
- \_\_\_\_\_ 44. *Venue* is the term for the subject matter of a case.
- \_\_\_\_\_ 45. An offeree's power of acceptance is terminated when the offeror dies unless the offer is irrevocable.
- \_\_\_\_\_ 46. An invitation to submit bids—"how much would you charge to do this work?"—is an offer.
- \_\_\_\_\_ 47. An agreement is evidenced by a single event: an offer.
- \_\_\_\_\_ 48. The courts can decide whether the other branches of government have acted within the scope of their constitutional authority.
- \_\_\_\_\_ 49. A motion for summary judgment may be made before, during, or after a trial.
- \_\_\_\_\_ 50. If a contract to do something in certain intervals over a period of *less* than one year is *not* in writing, it is not enforceable.
- \_\_\_\_\_ 51. In effect, negligent misrepresentation is treated as fraudulent misrepresentation.
- \_\_\_\_\_ 52. In some states, lawyers are not allowed to represent people in small claims courts.
- \_\_\_\_\_ 53. The Constitution expressly excludes state regulation of commerce.
- \_\_\_\_\_ 54. If an offeror does not expressly authorize a certain mode of acceptance, then acceptance may be made by any reasonable means.
- \_\_\_\_\_ 55. A contract to do something that is prohibited by statutory law is void.
- \_\_\_\_\_ 56. An *ordinary* person standard determines whether allegedly negligent conduct resulted in a breach of a duty of care.
- \_\_\_\_\_ 57. Specific performance is the remedy customarily used when one party has breached a contract for the sale of goods.

- \_\_\_\_\_ 58. A contract comes to an end when both parties fulfill their respective duties by performing the acts they have promised.
- \_\_\_\_\_ 59. Restricting the bonuses that are paid to executives is unethical.
- \_\_\_\_\_ 60. A justiciable controversy is a case in which the court's decision—the "justice" that will be served—will be controversial.
- \_\_\_\_\_ 61. Picking pockets is not robbery.
- \_\_\_\_\_ 62. Compensatory damages compensate an injured party for damages arising directly from the loss of a bargain caused by a breach of contract.
- \_\_\_\_\_ 63. The terms of a fully integrated contract can be contradicted only by evidence of any prior agreements.
- \_\_\_\_\_ 64. Any relevant evidence may be used to prove that an e-record is the act of a particular person.
- \_\_\_\_\_ 65. A promise to do what one already has a legal duty to do is legally sufficient consideration.
- \_\_\_\_\_ 66. An offeror must have a serious intention to become bound by the offer.
- \_\_\_\_\_ 67. Remedies in equity include injunctions and decrees of specific performance.
- \_\_\_\_\_ 68. In an employment contract, a covenant not to compete can be enforceable.
- \_\_\_\_\_ 69. Risks ordinarily assumed in business do not constitute consideration for the modification of a contract.
- \_\_\_\_\_ 70. Business ethics is consistent only with short-run profit maximization.
- \_\_\_\_\_ 71. The doctrine of quasi contract can be used only when there is an actual contract that covers the matter in controversy.
- \_\_\_\_\_ 72. A promise to pay for an act that has yet to occur is unenforceable.

**Multiple Choice**

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

- \_\_\_\_\_ 73. Mariah wins her suit against Variety Products Company. Variety's best ground for appeal is the trial court's interpretation of
  - a. the credibility of the evidence that Mariah presented.
  - b. the law that applied to the issues in the case.
  - c. the dealings between the parties before the suit.
  - d. the conduct of the witnesses during the trial.

- \_\_\_\_\_ 74. Ruth, a minor, charges groceries at Sam's Mini-Mart. Two days later, Ruth disaffirms the purchase. Ruth owes Sam's
- a. the wholesale value of the groceries.
  - b. the retail value of the groceries.
  - c. nothing.
  - d. the reasonable value of the groceries.
- \_\_\_\_\_ 75. 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
- a. Lex copies the entire work.
  - b. Lex's use has no effect on the market for Mina's work.
  - c. Lex distributes the copies freely to the public.
  - d. Lex's use is for a commercial purpose.
- \_\_\_\_\_ 76. Magic Math Corporation makes business accounting software, which is packaged with a shrink-wrap agreement. National Distribution Company distributes the software to retailers, including an Office Stuff store, where Peg buys a package of it. The parties to the shrink-wrap agreement are
- a. Magic Math and Peg only.
  - b. Magic Math, National Distribution, Office Stuff, and Peg.
  - c. Magic Math and National Distribution only.
  - d. Office Stuff and Peg only.
- \_\_\_\_\_ 77. Uri and Vicky orally agree on the sale of Uri's Nite Club to Vicky and note terms on a pair of the Club's napkins, which they both sign. A written memorandum evidencing an oral contract that would otherwise be unenforceable must contain
- a. the preliminary terms.
  - b. the essential terms.
  - c. every term.
  - d. the qualitative terms.

**Fact Pattern 19-1A**

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

- \_\_\_\_\_ 78. Refer to Fact Pattern 19-1A. Olisa files a suit against Pay-to-Own, claiming that their contract is so unfair and one sided that it would be unreasonable to enforce it. Olisa is asserting
- a. the concept of good faith.
  - b. the principle of fair trade.
  - c. the predominant-factor test.
  - d. the doctrine of unconscionability.
- \_\_\_\_\_ 79. Refer to Fact Pattern 19-1A. Under the UCC, the court can evaluate the contract to determine whether it was unreasonably unfair and one sided
- a. in the middle of its performance.
  - b. at the time of Gail's suit.
  - c. at the time it was made.
  - d. at the end of its term.

- \_\_\_\_\_ 80. Sights Unseen, Inc., (SUI) sells scopes with distinctively designed and made lenses and mirrors to scientists. Telescopes, Etc. Corporation later begins to sell scopes with identical set-ups of lenses and mirrors, without SUI's permission, to consumers. This is most likely
- patent infringement.
  - trademark infringement.
  - copyright infringement.
  - none of the choices.
- \_\_\_\_\_ 81. Driving his sport utility vehicle negligently, Bart crashes into a streetlight. The streetlight falls, smashing through the roof of a house, killing Chris. But for Bart's negligence, Chris would not have died. Regarding the death, the crash is the
- proximate cause.
  - superseding cause.
  - intervening cause.
  - cause in fact.
- \_\_\_\_\_ 82. Five Star Flooring orders carpet from Textile Mills Corporation, but Textile does not deliver. Five Star will probably be unable to enforce the agreement if the parties omitted
- a payment term.
  - the duration of the deal.
  - shipping arrangements.
  - a quantity term.

**Fact Pattern 2-1A**

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

- \_\_\_\_\_ 83. Refer to Fact Pattern 2-1A. If Java and Kaffe have a long-standing business relationship that they would like to continue, a preferred method of settling their dispute may be mediation because
- the resolution of the dispute will be decided an expert.
  - the process is not adversarial.
  - the dispute will eventually go to trial.
  - the case will be heard by a mini-jury.
- \_\_\_\_\_ 84. Refer to Fact Pattern 2-1A. Resolving the dispute between Java and Kaffe by having a neutral third party render a binding decision is one of the advantages of
- intervention.
  - mediation.
  - conciliation.
  - arbitration.
- \_\_\_\_\_ 85. Intoxicated, Clio agrees to sell her restaurant, Diners Café, to Evan for half of its real market value. This deal is most likely voidable if Clio
- disaffirms the contract after becoming sober.
  - is so intoxicated as to have no memory of the deal.
  - is so intoxicated as to lack comprehension of the legal consequences.
  - appears intoxicated to Evan.

**Fact Pattern 14-2A**

Moore Properties, Inc., offers in writing to sell to New Development Corporation (NDC) a certain half-acre of land for "\$112,000." After New Development signs the offer in acceptance and returns it, Moore discovers that the price should have been stated as "\$121,000."

- \_\_\_\_\_ 86. Refer to Fact Pattern 14-2A. The effect of Moore's misstatement of the price will most likely fall on
- neither Moore nor NDC.
  - Moore and NDC, who must split the difference.
  - Moore only.
  - NDC only.
- \_\_\_\_\_ 87. Refer to Fact Pattern 14-2A. Moore's misstatement of the price is
- a bilateral mistake.
  - a fraudulent misrepresentation.
  - unconscionable.
  - a unilateral mistake.

**Fact Pattern 19-1B**

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

- \_\_\_\_\_ 88. Refer to Fact Pattern 19-1B. Fruits & Vegetables files a suit against Grover's, claiming that the buyer assumed the risk of the spoilage of the unsold produce. The court may allow evidence of this term if it finds that the parties' contract is
- a complete and final statement of their agreement.
  - not fully integrated.
  - not supported by consideration.
  - fully integrated.
- \_\_\_\_\_ 89. Rite Contractors, Inc., agrees to build a motel for Sleep Inn Corporation. The project proceeds according to plan, but before it is done, Sleep tells Rite to quit. Rite may recover
- the costs needed to complete construction.
  - profits plus the costs incurred up to the time of the breach.
  - the contract price less costs of materials and labor.
  - the contract price.
- \_\_\_\_\_ 90. Nori files a suit against Mica to enforce an oral contract that would otherwise be unenforceable under the Statute of Frauds. The court could enforce such a contract if
- Nori foreseeably and justifiably relied on Mica's promise to her detriment.
  - Mica denies the existence of any contract.
  - neither party has begun to perform.
  - the deal does not involve customized goods.
- \_\_\_\_\_ 91. John sees that Kris is about to step into the path of an oncoming bus. If John does not warn Kris of the danger, John is liable
- under no circumstances.
  - only if Kris is not injured.
  - regardless of the consequences to Kris.
  - only if Kris is injured.



- \_\_\_\_\_ 92. Lindsey, an emergency medical technician, is called to an accident scene by Nicole and renders medical care to Marvin, a minor. Lindsey may recover the cost from
- a. no one.
  - b. Nicole.
  - c. Marvin.
  - d. the state.
- \_\_\_\_\_ 93. Fay is mentally incompetent but has not been so adjudged by a court. Any contract Fay enters into is
- a. voidable if the other party does not realize that Fay is incompetent.
  - b. unavoidable.
  - c. voidable if Fay has a lucid interval at the time of contracting.
  - d. voidable if Fay lacks the capacity to comprehend the consequences.
- \_\_\_\_\_ 94. Rally Corporation enters into a contract to sell ski gear to SnoSportz Company, which sells a pair of the skis to Tyra, a consumer, who later sells them to Uli, another consumer. Article 2 of the UCC applies to the sales transactions between
- a. Tyra and Uli only.
  - b. Rally and SnoSportz only.
  - c. SnoSportz and Tyra only.
  - d. all of the buyers and sellers.
- \_\_\_\_\_ 95. Inferior Company, which is based on South Carolina, makes and sells products that are poorly made. Jack, who is a resident of North Carolina, buys an Inferior product and suffers an injury through its use. The diversity of citizenship between these parties means that
- a. federal courts have exclusive jurisdiction.
  - b. no court has jurisdiction.
  - c. state courts have exclusive jurisdiction.
  - d. federal and state courts have concurrent jurisdiction.

**Fact Pattern 12-2A**

Cut-Rate Construction Company (CCC) begins building a restaurant for Diners Restaurants, Inc., but after two months demands an extra \$100,000. Diners agrees to pay.

- \_\_\_\_\_ 96. Refer to Fact Pattern 12-2A. If CCC offers, as a reason for the extra \$100,000, that ordinary business expenses have increased, the agreement is
- a. enforceable because of unforeseen difficulties.
  - b. unenforceable as an illusory promise.
  - c. unenforceable due to the preexisting duty rule.
  - d. enforceable as an accord and satisfaction.
- \_\_\_\_\_ 97. Deepwater Mining Corporation offers to sell East China Refining, Inc., a certain quantity of unrefined oil. If East China sends an acceptance via Deepwater's authorized mode of communication, it will be effective when it is
- a. sent.
  - b. received.
  - c. written.
  - d. in transit.

- \_\_\_\_ 98. U-Can-Own-It Corporation sells appliances to less educated consumers, including Viv, on installment plans. U-Can-Own-It files a suit against Viv when she stops making payments. Viv claims that the deal is unconscionable. The court will most likely consider
- the parties' relative bargaining power.
  - the geographic area of the relevant market.
  - the quality of related products in the general market.
  - the relation of this deal to those of other customers'.
- \_\_\_\_ 99. Karif orally agrees to buy a unique collection of sports memorabilia for \$1,000 from Jane and sends her \$250 as a down payment. When Karif sends her the rest of the price, Jane refuses to ship the collection. Karif should seek
- specific performance.
  - damages.
  - rescission.
  - reformation.
- \_\_\_\_ 100. Jon, a law enforcement official, monitors Kelsey's Internet activities—e-mail and Web site visits—to gain access to her personal financial data and student information. This may violate Kelsey's right to
- procedural due process.
  - privacy.
  - equal protection of the law.
  - substantive due process.
- \_\_\_\_ 101. Kay carelessly bumps into Lyle, knocking him to the ground. Kay has committed the tort of negligence
- only if Lyle is injured.
  - under any circumstances.
  - only if Lyle is not injured.
  - under no circumstances.
- \_\_\_\_ 102. Rashad accesses Quant Company's computer system without authority to obtain protected financial data. Under federal law, this is
- a felony if Quant brings a civil suit against Rashad.
  - not a crime.
  - a felony if it is committed for a commercial purpose.
  - a crime, but not a felony.
- \_\_\_\_ 103. SFX Paintball Games, Inc., and Truck & Trailer Delivery Corporation sign an agreement that provides for the payment of "\$1,000 by whichever party commits a material breach of the contract that creates damages difficult to estimate but approximately \$1,000." If enforceable, this is
- a liquidated damages clause.
  - a nominal damages clause.
  - a mitigation of damages clause.
  - a penalty clause.
- \_\_\_\_ 104. Bilt-Well Construction Corporation makes a side payment to a government official in Nigeria to obtain a contract. In the United States, this is
- legal and ethical.
  - illegal and unethical.
  - illegal but not unethical.
  - unethical but not illegal.

- \_\_\_\_\_ 105. Phil agrees to work for Vacation Resorts, Inc., as a chef. In determining whether a contract has been formed, an element of prime importance is
- a. the parties' intent.
  - b. Phil's rate of pay.
  - c. Vacation Resorts's facilities.
  - d. the duration of the work.
- \_\_\_\_\_ 106. Steve agrees to assume a debt of Thumb Grippers Company to Main Street Bank. The agreement is not in writing. To be enforceable, the promise must be for the benefit of
- a. Thumb Grippers.
  - b. Steve.
  - c. any party.
  - d. Main Street.
- \_\_\_\_\_ 107. Cameron manages an illegal gambling operation in his BBQ Bar & Grill. Cameron reports the profits of the gambling operation as income from BBQ's legitimate activities on its tax returns. This is
- a. embezzlement.
  - b. larceny.
  - c. money laundering.
  - d. no crime.
- \_\_\_\_\_ 108. An anonymous person posts online a defamatory message about Dewitt. Not knowing the poster's identity, Dewitt files a suit against "John Doe." Using the authority of the court, Dewitt can obtain from the poster's Internet service provider
- a. damages.
  - b. an apology.
  - c. the identity of the poster.
  - d. none of the choices.
- \_\_\_\_\_ 109. Final Foto, Inc., makes photo and video editing software, which includes a shrink-wrap agreement. Gert buys a package of the software. With respect to the contract for the software's purchase, the shrink-wrap agreement may *not* be enforced if
- a. the quality of the software is poor.
  - b. Gert does not read it.
  - c. Gert learns of it *before* contracting.
  - d. Gert learns of it *after* contracting.

**Fact Pattern 15-2A**

Radford and Serenity sign a written contract for the sale of Rad's Coffee & Bagels business to Serenity. The parties intend their written contract to be a final statement of the terms of their agreement.

- \_\_\_\_\_ 110. Refer to Fact Pattern 15-2A. The writing that Radford and Serenity signed is
- a. a completely integrated contract.
  - b. a partially integrated contract.
  - c. a severably integrated contract.
  - d. a divisibly integrated contract.

- \_\_\_\_ 111. Inferior Company sells products that are poorly made. Jock, who has never bought an Inferior product, files a suit against Inferior, alleging that its products are defective. The firm's best ground for dismissal of the suit is that Jock does not have
- standing.
  - sufficient minimum contacts.
  - jurisdiction.
  - certiorari*.
- \_\_\_\_ 112. Mary promises to pay her assistant Ned \$10,000 in consideration of the services he provided over the years. Mary never pays Ned. Mary is
- liable for payment of the \$10,000.
  - liable only if Ned still works for Mary.
  - not liable, because the consideration was unintentional.
  - not liable, because the consideration is in the past.
- \_\_\_\_ 113. A common ethical dilemma faced by the management of General Holdings Corporation involves the effect that its decision will have on
- the firm's competitors.
  - the U.S. Chamber of Commerce.
  - one group as opposed to another.
  - the government.
- \_\_\_\_ 114. Joy invites Ken into her apartment. Ken commits trespass to land if he
- enters the apartment with fraudulent intent.
  - makes disparaging remarks about Joy to others.
  - refuses to leave when Joy asks him to go.
  - harms the apartment in any way.
- \_\_\_\_ 115. An Illinois state statute requires commercial vehicle drivers to "fully attend to the operation of the vehicle." Jerry, a driver for Crosstown Taxi Company, is driving and talking on his cell phone when his cab collides with Kayla's car, injuring her. Kayla's best theory for recovery against Jerry and Crosstown is
- the "danger invites rescue" doctrine.
  - res ipsa loquitur*.
  - a Good Samaritan statutes.
  - negligence *per se*.
- \_\_\_\_ 116. Vacation Vistas, Inc., agrees to sell certain acreage to Umiko, who intends to develop a destination resort. Vacation Vistas repudiates the deal. Umiko sues Vacation Vistas and recovers damages. She can now obtain
- specific performance of the deal.
  - an amount in a quasi-contractual recovery.
  - nothing more.
  - damages representing restitution.
- \_\_\_\_ 117. Plato works for Quirky Squirters, Inc. During work hours, Plato "steals" his employer's computer time to start up his own business, Rowdy Drenchers. This is
- burglary.
  - robbery.
  - no crime.
  - larceny.

- \_\_\_\_\_ 118. Business Properties, Inc. (BPI), offers to sell a warehouse to Corporate Investments. Corporate says that it will pay BPI \$100 to hold the offer open for three business days. This
- voids BPI's offer by extending the time term.
  - makes the offer irrevocable for three days if BPI accepts.
  - negates BPI's offer by changing the price term.
  - creates an illegal contract by adding a clause to BPI's offer.
- \_\_\_\_\_ 119. Opal files a complaint in a suit against Phil, and he files an answer. The case may now be
- dismissed only after a trial begins.
  - resolved only after a trial ends.
  - dismissed or settled at this point.
  - settled only during a trial.
- \_\_\_\_\_ 120. Olin, a professional artist and art teacher, convinces Plato, who has no artistic ability, that he has considerable talent and induces him to pay Olin \$10,000 for art lessons. When Plato realizes the truth, he files a suit against Olin. Plato is most likely to recover on the basis of
- mistake.
  - undue influence.
  - fraud.
  - none of the choices.
- \_\_\_\_\_ 121. Development Associates (DA) agrees to buy five acres of land from Eastside Properties for \$15,000. Eastside fails to go through with the deal on the agreed date, when the market price of the land is \$17,000. DA may recover
- \$2,000.
  - \$17,000.
  - \$15,000.
  - \$0.
- \_\_\_\_\_ 122. In a suit against Evan, Floyd obtains an *injunction*. This is
- the cancellation of a contract.
  - an order to do or to refrain from doing a particular act.
  - an order to perform what was promised.
  - a payment of money or property as compensation.
- \_\_\_\_\_ 123. Symphony, Inc., a U.S. jewelry designer and maker, files a suit against Kawa, Ltd., a Japanese jewelry maker, for the infringement of intellectual property rights under Japan's national laws. Under the TRIPS agreement, Symphony is entitled to receive
- nothing.
  - better treatment than Kawa.
  - worse treatment than Kawa.
  - the same treatment as Kawa.
- \_\_\_\_\_ 124. Indelible Fabrics, Inc. (IFI), makes "Jean's Denim," a famous brand of clothing. Without IFI's consent, Kopy Company (KC) begins to use "jeansdenim" as part of a domain name. IFI files a suit against KC and engages in service of process. Service of process must provide
- notice and an opportunity to respond.
  - space to fill in important information and time in which to do it.
  - equality and fairness in adjudication.
  - privacy between the litigants and publicity in the judgment.

- \_\_\_\_\_ 125. Bild-Rite, Inc., is a Colorado-based firm that does business with clients throughout North America. Bild-Rite oversees construction projects, and buys and sells commercial buildings, undeveloped land, and construction supplies and other goods. Bild-Rite has had to deal with work-site theft and vandalism. With respect to these circumstances, the Uniform Commercial Code (UCC) provides a framework for
- international construction contracts.
  - domestic and foreign transactions in real estate.
  - commercial transactions for the sale of and payment for goods.
  - prosecuting crimes against business interests.
- \_\_\_\_\_ 126. Garland publishes a book titled *Half Pipe, Full Throttle*, which includes a chapter from Ian's copyrighted book *Snowboarder*. Garland's use of the chapter is actionable provided
- Garland's use reproduces Ian's chapter exactly.
  - Garland does not have Ian's permission.
  - consumers are confused.
  - Garland's use is intentional.
- \_\_\_\_\_ 127. Equipment Rental Corporation and Family Farm, Inc., are parties to an oral agreement for a lease of farm equipment with payments in excess of \$10,000. They may satisfy the Statute of Frauds by
- mutually agreeing not to commit fraud.
  - setting out the terms in a memo.
  - shaking hands on the deal.
  - repeating the terms in a phone call.
- \_\_\_\_\_ 128. Yvon asks Zack, "Do you want to buy one of my fishing rods?" This is
- not a valid offer because the terms are not definite.
  - a valid offer.
  - not a valid offer because Zack did not respond.
  - not a valid offer because Yvon did not state an intent.
- \_\_\_\_\_ 129. Fidelio Corporation enters into a contract with Equi Insurance, Inc., to obtain health insurance for Fidelio employees. Equi breaches the contract. If Fidelio is awarded compensatory damages, the purpose would be to
- provide Fidelio with funds for its loss of the bargain.
  - punish Equi and set an example to deter others from similar acts.
  - provide Fidelio with funds for a foreseeable loss beyond the contract.
  - establish, as a matter of principle, that Equi acted wrongfully.
- \_\_\_\_\_ 130. The Securities Exchange Commission is an administrative agency. The chief purpose of such agencies is to
- standardize laws for the executive and judicial branches.
  - act as liaisons between federal and state governments.
  - impose uniform laws on the states.
  - perform specific government functions.
- \_\_\_\_\_ 131. Beachside City enacts an ordinance that bans the distribution of all printed materials on city streets. Carl opposes the city's latest "revenue-enhancing" measure and wants to protest by distributing handbills. In his suit against the city, a court would likely hold the printed-materials ban to be
- constitutional under the First Amendment.
  - not subject to the U.S. Constitution.
  - unconstitutional under the First Amendment.
  - unconstitutional under the commerce clause.

- \_\_\_\_\_ 132. To avoid liability for intentional injuries, Northwest Power Corporation includes in its contracts an exculpatory clause. This is
- enforceable if the other parties have equal bargaining power.
  - enforceable if the other parties consent to it.
  - not enforceable.
  - enforceable if the other parties are protected from liability.
- \_\_\_\_\_ 133. Damon contracts to repair the turf on a soccer field for Carousel Sports Park. Damon knows that without the repair, Carousel will have to cancel an upcoming game. Damon does not perform as promised. As consequential damages, Carousel can recover
- the loss of profit from the canceled game.
  - nothing.
  - the difference between Damon's price and the actual cost of repair.
  - the cost of new turf.
- \_\_\_\_\_ 134. Fresh Harvest, Inc., agrees to sell to Gina's Bed & Breakfast Inn a certain amount of locally grown produce each week but no mention is made of where the goods are to be delivered. In general, the UCC requires that the delivery take place at
- a "reasonable" place of delivery.
  - a neutral place of business halfway between the parties' locations.
  - Fresh Harvest's place of business.
  - Gina's place of business.
- \_\_\_\_\_ 135. In a suit against Vladimir over the performance of a contract, Wyler obtains *rescission*. This is
- an order to do or to refrain from doing a particular act.
  - the cancellation of a contract.
  - an order to perform what was promised.
  - a payment of money or property as compensation.
- \_\_\_\_\_ 136. Ulrich, a citizen of Virginia, wants to enforce in the state of Washington certain rights that he has under a contract with Xtreme SnoBoards Inc. A Washington state court is most likely to enforce such rights under
- no provision in the U.S. Constitution.
  - the full faith and credit clause.
  - the commerce clause.
  - the privileges and immunities clause.
- \_\_\_\_\_ 137. Rockstar Software, Inc., develops a new series of performance-related video games. The games are most likely protected by
- patent law.
  - trademark law.
  - trade secrets law.
  - copyright law.
- \_\_\_\_\_ 138. Canada and the United States are signatories of the Berne Convention. Doug, a citizen of Canada, publishes a book first in Canada and then in the United States. Doug's copyright must be recognized by
- all of the signatories of the Berne Convention.
  - Canada only.
  - Canada and the United States only.
  - none of the choices.

- \_\_\_\_\_ 139. Domestic Auto Sales, Inc., promises its salaried employees a bonus at the end of the year if management thinks it is warranted. This promise is
- enforceable.
  - unenforceable because the dollar amount is missing.
  - unenforceable because the employees are paid salaries.
  - unenforceable because it is not supported by consideration.
- \_\_\_\_\_ 140. Pablo and Melia enter into an oral contract for Pablo's sale to Melia of a laptop computer for \$400. Assuming the terms can be proved, the contract is enforceable by
- the manufacturer of the laptop.
  - any third party who overheard the parties making the agreement.
  - the seller or the buyer.
  - none of the choices.
- \_\_\_\_\_ 141. May is a stockbroker. Due to May's statements, Nora believes that the price of OK Goods, Inc. (OKGI), a widely traded stock, is going to increase substantially. Nora buys 500 shares of OKGI at \$10 per share, but the price soon drops to \$2. Nora can successfully recover
- the amount of the purchase price.
  - the amount of the purchase price plus the expected increase.
  - nothing.
  - the amount of the purchase price plus the unexpected decrease.
- \_\_\_\_\_ 142. Crafted Countertops, Inc., and Kitchen Design Corporation enter into a contract that does not specify the payment terms. Payment may be made in
- any commercially normal or acceptable means except credit card.
  - cash only.
  - cash or check only.
  - any commercially normal or acceptable means.
- \_\_\_\_\_ 143. Jill and Karl contract for the sale of Jill's horse for \$1,000. Unknown to either party, the horse has died. Karl is
- entitled to another horse of equivalent value.
  - not required to pay due to the *unilateral* mistake.
  - not required to pay due to the *mutual* mistake.
  - required to pay because she assumed the risk the horse might die.
- \_\_\_\_\_ 144. Quito contracts with Rewind Graphix, Inc., to pay \$5,000 for its work on the animated film "Song." After Rewind performs, they sign an accord, in which Quito promises to pay \$4,000 within ten days instead of \$5,000 later. But Quito does not pay. Rewind can sue Quito under
- neither the accord nor the original obligation.
  - the accord only.
  - the accord or the original obligation.
  - the original obligation only.
- \_\_\_\_\_ 145. Tom's Timber Outlet and Olivia, a consumer, enter into a contract for a sale of plywood. If the contract includes a clause that is perceived as grossly unfair to Olivia, its enforcement may be challenged under
- the mirror image rule.
  - the predominant-factor test.
  - the principle of fair trade.
  - the doctrine of unconscionability.



- \_\_\_\_ 146. Vince files a suit against Will. Vince and Will meet, and each party's attorney argues the party's case before a judge and jury. The jury presents an advisory verdict, after which the judge meets with the parties to encourage them to settle their dispute. This is
- a. court-ordered arbitration.
  - b. a mini-trial.
  - c. a summary jury trial.
  - d. early neutral case evaluation.
- \_\_\_\_ 147. Ray breaches his lease with Sunny Properties and vacates the premises six months before the end of the term. In some states, Sunny would have to
- a. relet the premises to recover damages from Ray.
  - b. make reasonable efforts to relet the premises to mitigate damages.
  - c. avoid reletting the premises to recover damages from Ray.
  - d. sell the premises to recover damages from Ray.
- \_\_\_\_ 148. Liu files a suit against Macro Sales, Inc., in a New Jersey state court based on a Web site through which New Jersey residents can do business with Macro. The court will most likely exercise jurisdiction over Macro if the interactivity of the site is seen as
- a. "downloading" from the state.
  - b. not connected with the state.
  - c. "uploading" to the state.
  - d. a "substantial enough" connection with the state.
- \_\_\_\_ 149. The case of *Max v. National Credit Co.* is heard in a trial court. The case of *O! Boy! Ice Cream Co. v. Pickled Peppers, Inc.*, is heard in an appellate court. The difference between a trial and an appellate court is whether
- a. a trial is being held.
  - b. the subject matter of the case involves complex facts.
  - c. the parties question how the law applies to their dispute.
  - d. the court is appealing.
- \_\_\_\_ 150. Cleo sells kitchen appliances to persons who come into her store, Buy n' Sell Appliances. One afternoon, Cleo sells a used display shelf to Earline. At a garage sale at her home, Cleo sells a used sofa to Flavia. Under the UCC, Cleo is a merchant of
- a. kitchen appliances and display shelves only.
  - b. kitchen appliances only.
  - c. kitchen appliances, display shelves, and sofas.
  - d. none of the choices.
- \_\_\_\_ 151. GR\*Tech Company agrees to sell computer equipment to Home Office Stores, Inc., to market to its customers. Normally, their contract would *not* be enforceable unless it includes
- a. the quantity of the goods.
  - b. the shipping arrangements.
  - c. the price of the goods.
  - d. the duration of the deal.
- \_\_\_\_ 152. Rolf, a citizen of New Mexico, wants to file a suit against Sandy, a citizen of Texas. Their diversity of citizenship may be a basis for
- a. a state court to exercise appellate jurisdiction.
  - b. the United States Supreme Court to refuse jurisdiction.
  - c. a federal court to exercise original jurisdiction.
  - d. no court to exercise jurisdiction.

Name: \_\_\_\_\_

ID: A

- \_\_\_\_ 153. Jackie signs a contract to buy a car just before reaching the age of majority. After reaching the age of majority, Jackie does not take possession or make payments. Most courts would hold, with respect to the contract, that this is
- a. ratification.
  - b. rescission.
  - c. disaffirmance.
  - d. emancipation.
- \_\_\_\_ 154. Regular Insurance Company violates a state statute when selling an insurance policy to Simone. As a member of the class of persons protected by the state statute, Simone can
- a. only recover the payment.
  - b. only enforce the contract.
  - c. do nothing with respect to the contract.
  - d. enforce the contract or recover the payment.

## Bus 241 - Winter 2013 -- - Final Exam

### Answer Section

#### TRUE/FALSE

- |   |        |             |                                     |
|---|--------|-------------|-------------------------------------|
| 1. ANS: F                                     | PTS: 1 | REF: p. 277 | NAT: AACSB Reflective   AICPA Legal |
| KEY: Test Bank A                              | TYP: = |             |                                     |
| 2. ANS: F                                     | PTS: 1 | REF: p. 154 | NAT: AACSB Reflective   AICPA Legal |
| KEY: Test Bank A                              | TYP: = |             |                                     |
| 3. ANS: T                                     | PTS: 1 | REF: p. 178 | NAT: AACSB Reflective   AICPA Legal |
| KEY: Test Bank A                              | TYP: N |             |                                     |
| 4. ANS: F                                     | PTS: 1 | REF: p. 258 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                              | TYP: N |             |                                     |
| 5. ANS: T                                     | PTS: 1 | REF: p. 39  | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                              | TYP: N |             |                                     |
| 6. ANS: F                                     | PTS: 1 | REF: p. 180 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                              | TYP: N |             |                                     |
| 7. ANS: T                                     | PTS: 1 | REF: p. 88  | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                              | TYP: N |             |                                     |
| 8. ANS: T                                     | PTS: 1 | REF: p. 225 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank B                              | TYP: N |             |                                     |
| 9. ANS: F                                     | PTS: 1 | REF: p. 290 | NAT: AACSB Reflective   AICPA Legal |
| KEY: Test Bank A                              | TYP: = |             |                                     |
| 10. ANS: F                                    | PTS: 1 | REF: p. 75  |                                     |
| NAT: AACSB Analytic   AICPA Critical Thinking |        |             | KEY: Test Bank A                    |
| TYP: N  |        |             |                                     |
| 11. ANS: T                                    | PTS: 1 | REF: p. 237 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                              | TYP: N |             |                                     |
| 12. ANS: T                                    | PTS: 1 | REF: p. 224 | NAT: AACSB Reflective   AICPA Legal |
| KEY: Test Bank B                              | TYP: = |             |                                     |
| 13. ANS: F                                    | PTS: 1 | REF: p. 343 | NAT: AACSB Reflective   AICPA Legal |
| KEY: Test Bank A                              | TYP: = |             |                                     |
| 14. ANS: F                                    | PTS: 1 | REF: p. 168 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                              | TYP: N |             |                                     |
| 15. ANS: T                                    | PTS: 1 | REF: p. 227 | NAT: AACSB Reflective   AICPA Legal |
| KEY: Test Bank B                              | TYP: = |             |                                     |
| 16. ANS: F                                    | PTS: 1 | REF: p. 292 | NAT: AACSB Reflective   AICPA Legal |
| KEY: Test Bank A                              | TYP: = |             |                                     |
| 17. ANS: F                                    | PTS: 1 | REF: p. 274 | NAT: AACSB Reflective   AICPA Legal |
| KEY: Test Bank A                              | TYP: = |             |                                     |
| 18. ANS: F                                    | PTS: 1 | REF: p. 128 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                              | TYP: = |             |                                     |
| 19. ANS: T                                    | PTS: 1 | REF: p. 277 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                              | TYP: = |             |                                     |
| 20. ANS: T                                    | PTS: 1 | REF: p. 291 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                              | TYP: = |             |                                     |

21.	ANS: T	PTS: 1	REF: p. 122	NAT: AACSB Reflective   AICPA Legal
	KEY: Test Bank A	TYP: +		
22.	ANS: T	PTS: 1	REF: p. 236	NAT: AACSB Technology   AICPA Legal
	KEY: Test Bank A	TYP: +		
23.	ANS: F	PTS: 1	REF: p. 290	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
24.	ANS: F	PTS: 1	REF: p. 39	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
25.	ANS: F	PTS: 1	REF: p. 250	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: +		
26.	ANS: T	PTS: 1	REF: p. 277	NAT: AACSB Reflective   AICPA Legal
	KEY: Test Bank A	TYP: =		
27.	ANS: F	PTS: 1	REF: p. 162	
	NAT: AACSB Reflective   AICPA Critical Thinking			KEY: Test Bank A
	TYP: =			
28.	ANS: T	PTS: 1	REF: p. 207	
	NAT: AACSB Analytic   AICPA Critical Thinking			KEY: Test Bank A
	TYP: N			
29.	ANS: F	PTS: 1	REF: p. 146	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
30.	ANS: F	PTS: 1	REF: p. 278	NAT: AACSB Reflective   AICPA Legal
	KEY: Test Bank A	TYP: =		
31.	ANS: F	PTS: 1	REF: p. 256	NAT: AACSB Reflective   AICPA Legal
	KEY: Test Bank A	TYP: =		
32.	ANS: T	PTS: 1	REF: p. 179	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
33.	ANS: F	PTS: 1	REF: p. 335	NAT: AACSB Reflective   AICPA Legal
	KEY: Test Bank A	TYP: +		
34.	ANS: F	PTS: 1	REF: p. 117	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
35.	ANS: T	PTS: 1	REF: p. 232	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
36.	ANS: F	PTS: 1	REF: p. 278	NAT: AACSB Reflective   AICPA Legal
	KEY: Test Bank A	TYP: =		
37.	ANS: F	PTS: 1	REF: p. 210	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
38.	ANS: T	PTS: 1	REF: p. 263	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
39.	ANS: F	PTS: 1	REF: p. 282	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
40.	ANS: F	PTS: 1	REF: p. 256	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
41.	ANS: F	PTS: 1	REF: p. 334	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
42.	ANS: F	PTS: 1	REF: p. 147	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: +		
43.	ANS: F	PTS: 1	REF: p. 277	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		

44.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 34	NAT: AACSB Analytic   AICPA Legal
45.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 231	NAT: AACSB Analytic   AICPA Legal
46.	ANS: F KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 224	NAT: AACSB Reflective   AICPA Legal
47.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 222	NAT: AACSB Analytic   AICPA Legal
48.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 28	NAT: AACSB Analytic   AICPA Legal
49.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 57	NAT: AACSB Analytic   AICPA Legal
50.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 291	NAT: AACSB Analytic   AICPA Legal
51.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 281	NAT: AACSB Analytic   AICPA Legal
52.	ANS: T NAT: AACSB Analytic   AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 38	KEY: Test Bank A
53.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 76	NAT: AACSB Analytic   AICPA Legal
54.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 233	NAT: AACSB Analytic   AICPA Legal
55.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 260	NAT: AACSB Analytic   AICPA Legal
56.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 137	NAT: AACSB Analytic   AICPA Legal
57.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Analytic   AICPA Legal
58.	ANS: T NAT: AACSB Analytic   AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 320	KEY: Test Bank A
59.	ANS: F NAT: AACSB Ethics   AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 99	KEY: Test Bank A
60.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 35	NAT: AACSB Analytic   AICPA Legal
61.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 178	NAT: AACSB Reflective   AICPA Legal
62.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 334	NAT: AACSB Analytic   AICPA Legal
63.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 370	NAT: AACSB Analytic   AICPA Legal
64.	ANS: T KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 238	NAT: AACSB Technology   AICPA Legal
65.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 246	NAT: AACSB Analytic   AICPA Legal

66.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 222	NAT: AACSB Analytic   AICPA Legal
67.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 7	NAT: AACSB Analytic   AICPA Legal
68.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 263	NAT: AACSB Reflective   AICPA Legal
69.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 245	NAT: AACSB Analytic   AICPA Legal
70.	ANS: F NAT: AACSB Ethics   AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 94	KEY: Test Bank A
71.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 214	NAT: AACSB Reflective   AICPA Legal
72.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 246	NAT: AACSB Analytic   AICPA Legal

**MULTIPLE CHOICE**

73.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 38	NAT: AACSB Reflective   AICPA Legal
74.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 257	NAT: AACSB Reflective   AICPA Legal
75.	ANS: B KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective   AICPA Legal
76.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 235	NAT: AACSB Reflective   AICPA Legal
77.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 296	NAT: AACSB Reflective   AICPA Legal
78.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 372	NAT: AACSB Reflective   AICPA Legal
79.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 372	NAT: AACSB Reflective   AICPA Legal
80.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 161	NAT: AACSB Reflective   AICPA Legal
81.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 139	NAT: AACSB Reflective   AICPA Legal
82.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective   AICPA Legal
83.	ANS: B NAT: AACSB Reflective   AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 41	KEY: Test Bank A
84.	ANS: D NAT: AACSB Reflective   AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 42	KEY: Test Bank A
85.	ANS: C KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 258	NAT: AACSB Reflective   AICPA Legal
86.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 276	NAT: AACSB Reflective   AICPA Legal

87.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 276	NAT: AACSB Reflective   AICPA Legal
88.	ANS: B KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 370	NAT: AACSB Reflective   AICPA Legal
89.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective   AICPA Legal
90.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 295	NAT: AACSB Reflective   AICPA Legal
91.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 139	NAT: AACSB Reflective   AICPA Legal
92.	ANS: C NAT: AACSB Communication   AICPA Legal TYP: N	PTS: 1	REF: p. 257	KEY: Test Bank A
93.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 259	NAT: AACSB Reflective   AICPA Legal
94.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 361	NAT: AACSB Reflective   AICPA Legal
95.	ANS: D NAT: AACSB Reflective   AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 33	KEY: Test Bank A
96.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 245	NAT: AACSB Reflective   AICPA Legal
97.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 233	NAT: AACSB Reflective   AICPA Legal
98.	ANS: A KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 266	NAT: AACSB Reflective   AICPA Legal
99.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Reflective   AICPA Legal
100.	ANS: B NAT: AACSB Reflective   AICPA Risk Analysis TYP: N	PTS: 1	REF: p. 89	KEY: Test Bank A
101.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 141	NAT: AACSB Reflective   AICPA Legal
102.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 196	NAT: AACSB Reflective   AICPA Legal
103.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 338	NAT: AACSB Reflective   AICPA Legal
104.	ANS: B NAT: AACSB Reflective   AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 107	KEY: Test Bank A
105.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 207	NAT: AACSB Analytic   AICPA Legal
106.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 292	NAT: AACSB Reflective   AICPA Legal
107.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 184	NAT: AACSB Reflective   AICPA Legal
108.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 129	NAT: AACSB Reflective   AICPA Legal

109.	ANS: D KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 235	NAT: AACSB Reflective   AICPA Legal
110.	ANS: A KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 300	NAT: AACSB Reflective   AICPA Legal
111.	ANS: A NAT: AACSB Reflective   AICPA Decision Modeling TYP: =	PTS: 1	REF: p. 35	KEY: Test Bank A
112.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 246	NAT: AACSB Reflective   AICPA Legal
113.	ANS: C NAT: AACSB Reflective   AICPA Critical Thinking TYP: +	PTS: 1	REF: p. 101	KEY: Test Bank A
114.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 126	NAT: AACSB Reflective   AICPA Legal
115.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 146	NAT: AACSB Reflective   AICPA Legal
116.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 343	NAT: AACSB Reflective   AICPA Legal
117.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 178	NAT: AACSB Reflective   AICPA Legal
118.	ANS: B KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 230	NAT: AACSB Reflective   AICPA Legal
119.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 56	NAT: AACSB Reflective   AICPA Legal
120.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 278	NAT: AACSB Reflective   AICPA Legal
121.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective   AICPA Legal
122.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 7	NAT: AACSB Reflective   AICPA Legal
123.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 170	NAT: AACSB Reflective   AICPA Legal
124.	ANS: A NAT: AACSB Communication   AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 53	KEY: Test Bank A
125.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 356	NAT: AACSB Reflective   AICPA Legal
126.	ANS: B KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 163	NAT: AACSB Reflective   AICPA Legal
127.	ANS: B KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 368	NAT: AACSB Reflective   AICPA Legal
128.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 227	NAT: AACSB Reflective   AICPA Legal
129.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Reflective   AICPA Legal
130.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 5	NAT: AACSB Reflective   AICPA Legal



131.	ANS: C NAT: AACSB Reflective   AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 80	KEY: Test Bank A
132.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 345	NAT: AACSB Reflective   AICPA Legal
133.	ANS: A KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 336	NAT: AACSB Reflective   AICPA Legal
134.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective   AICPA Legal
135.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 7	NAT: AACSB Reflective   AICPA Legal
136.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 75	NAT: AACSB Reflective   AICPA Legal
137.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 164	NAT: AACSB Reflective   AICPA Legal
138.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 168	NAT: AACSB Reflective   AICPA Legal
139.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 248	NAT: AACSB Reflective   AICPA Legal
140.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 293	NAT: AACSB Reflective   AICPA Legal
141.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 277	NAT: AACSB Reflective   AICPA Legal
142.	ANS: D KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective   AICPA Legal
143.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective   AICPA Legal
144.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 326	NAT: AACSB Reflective   AICPA Legal
145.	ANS: D KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 372	NAT: AACSB Reflective   AICPA Legal
146.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 45	NAT: AACSB Reflective   AICPA Legal
147.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 337	NAT: AACSB Reflective   AICPA Legal
148.	ANS: D NAT: AACSB Reflective   AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 34	KEY: Test Bank A
149.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 32	NAT: AACSB Reflective   AICPA Legal
150.	ANS: B KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 361	NAT: AACSB Reflective   AICPA Legal
151.	ANS: A KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective   AICPA Legal
152.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 33	NAT: AACSB Reflective   AICPA Legal
153.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 257	NAT: AACSB Reflective   AICPA Legal

154. ANS: D PTS: 1  
KEY: Test Bank B TYP: N

REF: p. 270

NAT: AACSB Reflective | AICPA Legal

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

A   80.

  C   92.

  A   98.

  A   105.

  C   86.

  D   81.

  D   93.

  A   99.

  B   106.

  D   87.

  D   94.

  C   107.

  D   82.

  B   100.

  D   95.

  C   108.

  B   88.

  A   101.

  B   83.

  C   102.

  D   109.

  B   89.

  D   84.

  C   96.

  A   103.

  A   90.

  C   85.

  A   97.

  A   110.

  A   91.

  B   104.

<u>  A  </u> 111.	<u>  B  </u> 118.	<u>  C  </u> 125.	<u>  C  </u> 132.	<u>  D  </u> 139.
<u>  D  </u> 112.	<u>  C  </u> 119.		<u>  A  </u> 133.	<u>  C  </u> 140.
		<u>  B  </u> 126.		
	<u>  C  </u> 120.			
<u>  C  </u> 113.		<u>  B  </u> 127.	<u>  C  </u> 134.	<u>  C  </u> 141.
<u>  C  </u> 114.	<u>  A  </u> 121.			<u>  D  </u> 142.
		<u>  A  </u> 128.	<u>  B  </u> 135.	
<u>  D  </u> 115.	<u>  B  </u> 122.	<u>  A  </u> 129.	<u>  B  </u> 136.	<u>  C  </u> 143.
<u>  C  </u> 116.	<u>  D  </u> 123.	<u>  D  </u> 130.	<u>  D  </u> 137.	<u>  C  </u> 144.
<u>  D  </u> 117.	<u>  A  </u> 124.	<u>  C  </u> 131.	<u>  A  </u> 138.	<u>  D  </u> 145.

C   146.

  C   153.

  B   147.

  D   154.

  D   148.

  A   149.

  B   150.

  A   151.

  C   152.

**Bus 241 - Winter 2013 -- - Final Exam**

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

**Please be sure to answer all questions on the exam. There are EIGHTEEN (18) pages and 154 questions to this exam -- 72 True False, and 82 multiple choice. Count to make sure that you have all the pages and review your exam to make sure that you do not miss answering any pages or questions of the exam.**

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

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

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

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

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

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

**True/False**

Indicate whether the statement is true or false.

- \_\_\_\_\_ 1. An offeror must have a serious intention to become bound by the offer.
- \_\_\_\_\_ 2. National legislation governs nearly every major business activity, including conduct that has nothing to do with commerce.
- \_\_\_\_\_ 3. A justiciable controversy is a case in which the court's decision—the "justice" that will be served—will be controversial.
- \_\_\_\_\_ 4. It is possible to copyright an idea.
- \_\_\_\_\_ 5. In some states, lawyers are not allowed to represent people in small claims courts.
- \_\_\_\_\_ 6. The terms of a fully integrated contract can be contradicted only by evidence of any prior agreements.
- \_\_\_\_\_ 7. Restricting the bonuses that are paid to executives is unethical.
- \_\_\_\_\_ 8. To rescind a contract for fraud, a plaintiff must prove an injury.
- \_\_\_\_\_ 9. A contract lacking a quantity term, when appropriate, may not be enforceable.
- \_\_\_\_\_ 10. A contract must be in writing to be enforceable if performance is impossible within one year.
- \_\_\_\_\_ 11. An advertisement is generally considered an invitation to negotiate.
- \_\_\_\_\_ 12. Misrepresentation of a material fact cannot occur through words alone.
- \_\_\_\_\_ 13. Damages are designed to punish a breaching party and deter others from similar conduct.
- \_\_\_\_\_ 14. To commit an intentional tort, one person must intend to harm a certain other person.
- \_\_\_\_\_ 15. Business ethics is consistent only with short-run profit maximization.
- \_\_\_\_\_ 16. No offer may be revoked before it is accepted.



Name: \_\_\_\_\_

ID: B

- \_\_\_ 17. A promise to pay for an act that has yet to occur is unenforceable.
- \_\_\_ 18. An *unauthorized* scan of a bank account can be an invasion of privacy.
- \_\_\_ 19. Picking pockets is not robbery.
- \_\_\_ 20. International copyright protection is automatic—even in nations that have not signed international agreements relating to intellectual property rights.
- \_\_\_ 21. The United States Supreme Court has original jurisdiction in rare instances.
- \_\_\_ 22. Compensatory damages compensate an injured party for damages arising directly from the loss of a bargain caused by a breach of contract.
- \_\_\_ 23. A person who commits larceny can be sued under tort law.
- \_\_\_ 24. A statement of opinion is generally subject to a claim of fraud.
- \_\_\_ 25. An invitation to submit bids—"how much would you charge to do this work?"—is an offer.
- \_\_\_ 26. A contract involving property of any kind must be in writing to be enforceable.
- \_\_\_ 27. Disparagement of property is another term for appropriation.
- \_\_\_ 28. In effect, negligent misrepresentation is treated as fraudulent misrepresentation.
- \_\_\_ 29. If an offeror does not expressly authorize a certain mode of acceptance, then acceptance may be made by any reasonable means.
- \_\_\_ 30. Changing a trademark is forgery.
- \_\_\_ 31. Risks ordinarily assumed in business do not constitute consideration for the modification of a contract.
- \_\_\_ 32. An innocent party can enforce a fraudulent contract.
- \_\_\_ 33. Any relevant evidence may be used to prove that an e-record is the act of a particular person.
- \_\_\_ 34. The courts can decide whether the other branches of government have acted within the scope of their constitutional authority.
- \_\_\_ 35. A contract to do something that is prohibited by statutory law is void.
- \_\_\_ 36. The UETA does *not* apply to a transaction unless the parties agreed to conduct the transaction electronically.
- \_\_\_ 37. If the parties to a contract attach materially different meanings to a contract term, the contract cannot be rescinded.

Name: \_\_\_\_\_

ID: B

- \_\_\_ 38. The Constitution expressly excludes state regulation of commerce.
- \_\_\_ 39. Overestimating the value of an object is a mistake for which a court will normally provide relief.
- \_\_\_ 40. The doctrine of promissory estoppel does not apply if there is a clear and definite promise.
- \_\_\_ 41. A promise to do what one already has a legal duty to do is legally sufficient consideration.
- \_\_\_ 42. Under the "danger invites rescue" doctrine, a person who tries to rescue another individual from harm is liable for any injuries to the individual.
- \_\_\_ 43. A federal case typically originates in a state court.
- \_\_\_ 44. Under the mailbox rule, an acceptance takes effect at the time it is sent.
- \_\_\_ 45. Under federal law, an electronic signature can be as valid as a signature on paper.
- \_\_\_ 46. An oral contract for a transfer of an interest in land is never enforceable.
- \_\_\_ 47. An offeree's power of acceptance is terminated when the offeror dies unless the offer is irrevocable.
- \_\_\_ 48. Whether a contract with an unlicensed professional is enforceable depends on the purpose of the statute that requires the license.
- \_\_\_ 49. If a contractual promise is not fulfilled, the person who made it may be required to perform the promised act.
- \_\_\_ 50. Remedies in equity include injunctions and decrees of specific performance.
- \_\_\_ 51. A motion for summary judgment may be made before, during, or after a trial.
- \_\_\_ 52. Ordinarily, the remedy for a seller's breach of a contract for a sale of real estate is damages.
- \_\_\_ 53. Specific performance is the remedy customarily used when one party has breached a contract for the sale of goods.
- \_\_\_ 54. An expert's false statement to a naive buyer about a technical detail will not usually entitle the buyer to rescind a contract.
- \_\_\_ 55. An agreement is evidenced by a single event: an offer.
- \_\_\_ 56. A person's intent to return embezzled property is a defense to the crime of embezzlement.
- \_\_\_ 57. Under the doctrine of strict liability, liability is imposed strictly according to fault.
- \_\_\_ 58. In an employment contract, a covenant not to compete can be enforceable.
- \_\_\_ 59. An arbitrary use of ordinary words may *not* be trademarked.

Name: \_\_\_\_\_

ID: B

- \_\_\_\_ 60. All contracts between adults and minors are void.
- \_\_\_\_ 61. If a contract to do something in certain intervals over a period of *less* than one year is *not* in writing, it is not enforceable.
- \_\_\_\_ 62. *Venue* is the term for the subject matter of a case.
- \_\_\_\_ 63. A law that discriminates based on gender must substantially relate to an important government objective to be valid.
- \_\_\_\_ 64. In an auction, a bidder is an offeror.
- \_\_\_\_ 65. The doctrine of quasi contract can be used only when there is an actual contract that covers the matter in controversy.
- \_\_\_\_ 66. Reliance on a non-expert's statement of opinion will not normally entitle a party to relief.
- \_\_\_\_ 67. A minor may disaffirm a contract only if the subject matter is illegal.
- \_\_\_\_ 68. A contract is void if one of the parties was intoxicated at the time of its formation.
- \_\_\_\_ 69. An *ordinary* person standard determines whether allegedly negligent conduct resulted in a breach of a duty of care.
- \_\_\_\_ 70. The purpose of the doctrine of election of remedies is to permit double recovery.
- \_\_\_\_ 71. A contract comes to an end when both parties fulfill their respective duties by performing the acts they have promised.
- \_\_\_\_ 72. A party's oral agreement to pay another's debt is never enforceable.

### Multiple Choice

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

- \_\_\_\_ 73. Bild-Rite, Inc., is a Colorado-based firm that does business with clients throughout North America. Bild-Rite oversees construction projects, and buys and sells commercial buildings, undeveloped land, and construction supplies and other goods. Bild-Rite has had to deal with work-site theft and vandalism. With respect to these circumstances, the Uniform Commercial Code (UCC) provides a framework for
  - a. prosecuting crimes against business interests.
  - b. domestic and foreign transactions in real estate.
  - c. commercial transactions for the sale of and payment for goods.
  - d. international construction contracts.

- \_\_\_\_\_ 74. Ruth, a minor, charges groceries at Sam's Mini-Mart. Two days later, Ruth disaffirms the purchase. Ruth owes Sam's
- a. the reasonable value of the groceries.
  - b. the retail value of the groceries.
  - c. the wholesale value of the groceries.
  - d. nothing.
- \_\_\_\_\_ 75. In a suit against Evan, Floyd obtains an *injunction*. This is
- a. the cancellation of a contract.
  - b. an order to do or to refrain from doing a particular act.
  - c. an order to perform what was promised.
  - d. a payment of money or property as compensation.

**Fact Pattern 14-2A**

Moore Properties, Inc., offers in writing to sell to New Development Corporation (NDC) a certain half-acre of land for "\$112,000." After New Development signs the offer in acceptance and returns it, Moore discovers that the price should have been stated as "\$121,000."

- \_\_\_\_\_ 76. Refer to Fact Pattern 14-2A. Moore's misstatement of the price is
- a. a unilateral mistake.
  - b. unconscionable.
  - c. a bilateral mistake.
  - d. a fraudulent misrepresentation.
- \_\_\_\_\_ 77. Refer to Fact Pattern 14-2A. The effect of Moore's misstatement of the price will most likely fall on
- a. NDC only.
  - b. Moore only.
  - c. neither Moore nor NDC.
  - d. Moore and NDC, who must split the difference.

**Fact Pattern 15-2A**

Radford and Serenity sign a written contract for the sale of Rad's Coffee & Bagels business to Serenity. The parties intend their written contract to be a final statement of the terms of their agreement.

- \_\_\_\_\_ 78. Refer to Fact Pattern 15-2A. The writing that Radford and Serenity signed is
- a. a severably integrated contract.
  - b. a completely integrated contract.
  - c. a partially integrated contract.
  - d. a divisibly integrated contract.
- \_\_\_\_\_ 79. Final Foto, Inc., makes photo and video editing software, which includes a shrink-wrap agreement. Gert buys a package of the software. With respect to the contract for the software's purchase, the shrink-wrap agreement may *not* be enforced if
- a. Gert does not read it.
  - b. Gert learns of it *after* contracting.
  - c. the quality of the software is poor.
  - d. Gert learns of it *before* contracting.

- \_\_\_\_\_ 80. Cameron manages an illegal gambling operation in his BBQ Bar & Grill. Cameron reports the profits of the gambling operation as income from BBQ's legitimate activities on its tax returns. This is
- embezzlement.
  - no crime.
  - money laundering.
  - larceny.
- \_\_\_\_\_ 81. Jon, a law enforcement official, monitors Kelsey's Internet activities—e-mail and Web site visits—to gain access to her personal financial data and student information. This may violate Kelsey's right to
- privacy.
  - substantive due process.
  - equal protection of the law.
  - procedural due process.
- \_\_\_\_\_ 82. Nori files a suit against Mica to enforce an oral contract that would otherwise be unenforceable under the Statute of Frauds. The court could enforce such a contract if
- neither party has begun to perform.
  - Mica denies the existence of any contract.
  - Nori foreseeably and justifiably relied on Mica's promise to her detriment.
  - the deal does not involve customized goods.
- \_\_\_\_\_ 83. Inferior Company, which is based on South Carolina, makes and sells products that are poorly made. Jack, who is a resident of North Carolina, buys an Inferior product and suffers an injury through its use. The diversity of citizenship between these parties means that
- federal and state courts have concurrent jurisdiction.
  - state courts have exclusive jurisdiction.
  - federal courts have exclusive jurisdiction.
  - no court has jurisdiction.
- \_\_\_\_\_ 84. Rite Contractors, Inc., agrees to build a motel for Sleep Inn Corporation. The project proceeds according to plan, but before it is done, Sleep tells Rite to quit. Rite may recover
- the costs needed to complete construction.
  - the contract price.
  - profits plus the costs incurred up to the time of the breach.
  - the contract price less costs of materials and labor.
- \_\_\_\_\_ 85. The case of *Max v. National Credit Co.* is heard in a trial court. The case of *O! Boy! Ice Cream Co. v. Pickled Peppers, Inc.*, is heard in an appellate court. The difference between a trial and an appellate court is whether
- the court is appealing.
  - the subject matter of the case involves complex facts.
  - the parties question how the law applies to their dispute.
  - a trial is being held.
- \_\_\_\_\_ 86. Ray breaches his lease with Sunny Properties and vacates the premises six months before the end of the term. In some states, Sunny would have to
- relet the premises to recover damages from Ray.
  - sell the premises to recover damages from Ray.
  - make reasonable efforts to relet the premises to mitigate damages.
  - avoid reletting the premises to recover damages from Ray.

- \_\_\_\_\_ 87. An Illinois state statute requires commercial vehicle drivers to "fully attend to the operation of the vehicle." Jerry, a driver for Crosstown Taxi Company, is driving and talking on his cell phone when his cab collides with Kayla's car, injuring her. Kayla's best theory for recovery against Jerry and Crosstown is
- the "danger invites rescue" doctrine.
  - a Good Samaritan statutes.
  - negligence *per se*.
  - res ipsa loquitur*.
- \_\_\_\_\_ 88. Phil agrees to work for Vacation Resorts, Inc., as a chef. In determining whether a contract has been formed, an element of prime importance is
- Vacation Resorts's facilities.
  - the parties' intent.
  - Phil's rate of pay.
  - the duration of the work.
- \_\_\_\_\_ 89. To avoid liability for intentional injuries, Northwest Power Corporation includes in its contracts an exculpatory clause. This is
- not enforceable.
  - enforceable if the other parties consent to it.
  - enforceable if the other parties are protected from liability.
  - enforceable if the other parties have equal bargaining power.
- \_\_\_\_\_ 90. Ulrich, a citizen of Virginia, wants to enforce in the state of Washington certain rights that he has under a contract with Xtreme SnoBoards Inc. A Washington state court is most likely to enforce such rights under
- the privileges and immunities clause.
  - no provision in the U.S. Constitution.
  - the full faith and credit clause.
  - the commerce clause.

**Fact Pattern 2-1A**

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

- \_\_\_\_\_ 91. Refer to Fact Pattern 2-1A. If Java and Kaffe have a long-standing business relationship that they would like to continue, a preferred method of settling their dispute may be mediation because
- the resolution of the dispute will be decided an expert.
  - the case will be heard by a mini-jury.
  - the process is not adversarial.
  - the dispute will eventually go to trial.
- \_\_\_\_\_ 92. Refer to Fact Pattern 2-1A. Resolving the dispute between Java and Kaffe by having a neutral third party render a binding decision is one of the advantages of
- mediation.
  - arbitration.
  - conciliation.
  - intervention.

- \_\_\_\_\_ 93. Mary promises to pay her assistant Ned \$10,000 in consideration of the services he provided over the years. Mary never pays Ned. Mary is
- liable only if Ned still works for Mary.
  - not liable, because the consideration is in the past.
  - liable for payment of the \$10,000.
  - not liable, because the consideration was unintentional.
- \_\_\_\_\_ 94. Quito contracts with Rewind Graphix, Inc., to pay \$5,000 for its work on the animated film "Song." After Rewind performs, they sign an accord, in which Quito promises to pay \$4,000 within ten days instead of \$5,000 later. But Quito does not pay. Rewind can sue Quito under
- the accord or the original obligation.
  - neither the accord nor the original obligation.
  - the accord only.
  - the original obligation only.
- \_\_\_\_\_ 95. Driving his sport utility vehicle negligently, Bart crashes into a streetlight. The streetlight falls, smashing through the roof of a house, killing Chris. But for Bart's negligence, Chris would not have died. Regarding the death, the crash is the
- superseding cause.
  - cause in fact.
  - proximate cause.
  - intervening cause.
- \_\_\_\_\_ 96. Fidelio Corporation enters into a contract with Equi Insurance, Inc., to obtain health insurance for Fidelio employees. Equi breaches the contract. If Fidelio is awarded compensatory damages, the purpose would be to
- punish Equi and set an example to deter others from similar acts.
  - establish, as a matter of principle, that Equi acted wrongfully.
  - provide Fidelio with funds for a foreseeable loss beyond the contract.
  - provide Fidelio with funds for its loss of the bargain.
- \_\_\_\_\_ 97. Fresh Harvest, Inc., agrees to sell to Gina's Bed & Breakfast Inn a certain amount of locally grown produce each week but no mention is made of where the goods are to be delivered. In general, the UCC requires that the delivery take place at
- a neutral place of business halfway between the parties' locations.
  - a "reasonable" place of delivery.
  - Gina's place of business.
  - Fresh Harvest's place of business.
- \_\_\_\_\_ 98. Intoxicated, Clio agrees to sell her restaurant, Diners Café, to Evan for half of its real market value. This deal is most likely voidable if Clio
- appears intoxicated to Evan.
  - is so intoxicated as to have no memory of the deal.
  - disaffirms the contract after becoming sober.
  - is so intoxicated as to lack comprehension of the legal consequences.

- \_\_\_\_ 99. U-Can-Own-It Corporation sells appliances to less educated consumers, including Viv, on installment plans. U-Can-Own-It files a suit against Viv when she stops making payments. Viv claims that the deal is unconscionable. The court will most likely consider
- the parties' relative bargaining power.
  - the quality of related products in the general market.
  - the relation of this deal to those of other customers'.
  - the geographic area of the relevant market.
- \_\_\_\_ 100. Deepwater Mining Corporation offers to sell East China Refining, Inc., a certain quantity of unrefined oil. If East China sends an acceptance via Deepwater's authorized mode of communication, it will be effective when it is
- received.
  - sent.
  - in transit.
  - written.
- \_\_\_\_ 101. Indelible Fabrics, Inc. (IFI), makes "Jean's Denim," a famous brand of clothing. Without IFI's consent, Kopy Company (KC) begins to use "jeansdenim" as part of a domain name. IFI files a suit against KC and engages in service of process. Service of process must provide
- notice and an opportunity to respond.
  - privacy between the litigants and publicity in the judgment.
  - equality and fairness in adjudication.
  - space to fill in important information and time in which to do it.
- \_\_\_\_ 102. Five Star Flooring orders carpet from Textile Mills Corporation, but Textile does not deliver. Five Star will probably be unable to enforce the agreement if the parties omitted
- the duration of the deal.
  - a quantity term.
  - shipping arrangements.
  - a payment term.
- \_\_\_\_ 103. Yvon asks Zack, "Do you want to buy one of my fishing rods?" This is
- not a valid offer because Yvon did not state an intent.
  - not a valid offer because Zack did not respond.
  - a valid offer.
  - not a valid offer because the terms are not definite.
- \_\_\_\_ 104. Domestic Auto Sales, Inc., promises its salaried employees a bonus at the end of the year if management thinks it is warranted. This promise is
- enforceable.
  - unenforceable because the dollar amount is missing.
  - unenforceable because the employees are paid salaries.
  - unenforceable because it is not supported by consideration.
- \_\_\_\_ 105. Bilt-Well Construction Corporation makes a side payment to a government official in Nigeria to obtain a contract. In the United States, this is
- legal and ethical.
  - unethical but not illegal.
  - illegal but not unethical.
  - illegal and unethical.



- \_\_\_\_ 106. Lindsey, an emergency medical technician, is called to an accident scene by Nicole and renders medical care to Marvin, a minor. Lindsey may recover the cost from
- Marvin.
  - the state.
  - no one.
  - Nicole.
- \_\_\_\_ 107. GR\*Tech Company agrees to sell computer equipment to Home Office Stores, Inc., to market to its customers. Normally, their contract would *not* be enforceable unless it includes
- the shipping arrangements.
  - the price of the goods.
  - the quantity of the goods.
  - the duration of the deal.
- \_\_\_\_ 108. Sights Unseen, Inc., (SUI) sells scopes with distinctively designed and made lenses and mirrors to scientists. Telescopes, Etc. Corporation later begins to sell scopes with identical set-ups of lenses and mirrors, without SUI's permission, to consumers. This is most likely
- patent infringement.
  - copyright infringement.
  - trademark infringement.
  - none of the choices.
- \_\_\_\_ 109. Crafted Countertops, Inc., and Kitchen Design Corporation enter into a contract that does not specify the payment terms. Payment may be made in
- any commercially normal or acceptable means except credit card.
  - any commercially normal or acceptable means.
  - cash or check only.
  - cash only.
- \_\_\_\_ 110. Tom's Timber Outlet and Olivia, a consumer, enter into a contract for a sale of plywood. If the contract includes a clause that is perceived as grossly unfair to Olivia, its enforcement may be challenged under
- the mirror image rule.
  - the doctrine of unconscionability.
  - the principle of fair trade.
  - the predominant-factor test.
- \_\_\_\_ 111. Pablo and Melia enter into an oral contract for Pablo's sale to Melia of a laptop computer for \$400. Assuming the terms can be proved, the contract is enforceable by
- the seller or the buyer.
  - the manufacturer of the laptop.
  - any third party who overheard the parties making the agreement.
  - none of the choices.
- \_\_\_\_ 112. Inferior Company sells products that are poorly made. Jock, who has never bought an Inferior product, files a suit against Inferior, alleging that its products are defective. The firm's best ground for dismissal of the suit is that Jock does not have
- certiorari*.
  - standing.
  - sufficient minimum contacts.
  - jurisdiction.

- \_\_\_\_ 113. Canada and the United States are signatories of the Berne Convention. Doug, a citizen of Canada, publishes a book first in Canada and then in the United States. Doug's copyright must be recognized by
- all of the signatories of the Berne Convention.
  - Canada and the United States only.
  - Canada only.
  - none of the choices.
- \_\_\_\_ 114. Beachside City enacts an ordinance that bans the distribution of all printed materials on city streets. Carl opposes the city's latest "revenue-enhancing" measure and wants to protest by distributing handbills. In his suit against the city, a court would likely hold the printed-materials ban to be
- unconstitutional under the First Amendment.
  - constitutional under the First Amendment.
  - not subject to the U.S. Constitution.
  - unconstitutional under the commerce clause.
- \_\_\_\_ 115. John sees that Kris is about to step into the path of an oncoming bus. If John does not warn Kris of the danger, John is liable
- only if Kris is injured.
  - regardless of the consequences to Kris.
  - only if Kris is not injured.
  - under no circumstances.
- \_\_\_\_ 116. A common ethical dilemma faced by the management of General Holdings Corporation involves the effect that its decision will have on
- the U.S. Chamber of Commerce.
  - the government.
  - one group as opposed to another.
  - the firm's competitors.
- \_\_\_\_ 117. Rally Corporation enters into a contract to sell ski gear to SnoSportz Company, which sells a pair of the skis to Tyra, a consumer, who later sells them to Uli, another consumer. Article 2 of the UCC applies to the sales transactions between
- Tyra and Uli only.
  - Rally and SnoSportz only.
  - all of the buyers and sellers.
  - SnoSportz and Tyra only.
- \_\_\_\_ 118. Opal files a complaint in a suit against Phil, and he files an answer. The case may now be
- resolved only after a trial ends.
  - settled only during a trial.
  - dismissed or settled at this point.
  - dismissed only after a trial begins.
- \_\_\_\_ 119. Rockstar Software, Inc., develops a new series of performance-related video games. The games are most likely protected by
- copyright law.
  - trademark law.
  - patent law.
  - trade secrets law.

**Fact Pattern 12-2A**

Cut-Rate Construction Company (CCC) begins building a restaurant for Diners Restaurants, Inc., but after two months demands an extra \$100,000. Diners agrees to pay.

- \_\_\_\_\_ 120. Refer to Fact Pattern 12-2A. If CCC offers, as a reason for the extra \$100,000, that ordinary business expenses have increased, the agreement is
- enforceable as an accord and satisfaction.
  - unenforceable as an illusory promise.
  - unenforceable due to the preexisting duty rule.
  - enforceable because of unforeseen difficulties.
- \_\_\_\_\_ 121. Rashad accesses Quant Company's computer system without authority to obtain protected financial data. Under federal law, this is
- a felony if it is committed for a commercial purpose.
  - not a crime.
  - a felony if Quant brings a civil suit against Rashad.
  - a crime, but not a felony.
- \_\_\_\_\_ 122. Regular Insurance Company violates a state statute when selling an insurance policy to Simone. As a member of the class of persons protected by the state statute, Simone can
- do nothing with respect to the contract.
  - only recover the payment.
  - enforce the contract or recover the payment.
  - only enforce the contract.
- \_\_\_\_\_ 123. Equipment Rental Corporation and Family Farm, Inc., are parties to an oral agreement for a lease of farm equipment with payments in excess of \$10,000. They may satisfy the Statute of Frauds by
- shaking hands on the deal.
  - mutually agreeing not to commit fraud.
  - setting out the terms in a memo.
  - repeating the terms in a phone call.
- \_\_\_\_\_ 124. The Securities Exchange Commission is an administrative agency. The chief purpose of such agencies is to
- act as liaisons between federal and state governments.
  - standardize laws for the executive and judicial branches.
  - perform specific government functions.
  - impose uniform laws on the states.
- \_\_\_\_\_ 125. Joy invites Ken into her apartment. Ken commits trespass to land if he
- makes disparaging remarks about Joy to others.
  - refuses to leave when Joy asks him to go.
  - enters the apartment with fraudulent intent.
  - harms the apartment in any way.
- \_\_\_\_\_ 126. Damon contracts to repair the turf on a soccer field for Carousel Sports Park. Damon knows that without the repair, Carousel will have to cancel an upcoming game. Damon does not perform as promised. As consequential damages, Carousel can recover
- the loss of profit from the canceled game.
  - nothing.
  - the cost of new turf.
  - the difference between Damon's price and the actual cost of repair.

- \_\_\_\_\_ 127. Karif orally agrees to buy a unique collection of sports memorabilia for \$1,000 from Jane and sends her \$250 as a down payment. When Karif sends her the rest of the price, Jane refuses to ship the collection. Karif should seek
- rescission.
  - damages.
  - specific performance.
  - reformation.
- \_\_\_\_\_ 128. Garland publishes a book titled *Half Pipe, Full Throttle*, which includes a chapter from Ian's copyrighted book *Snowboarder*. Garland's use of the chapter is actionable provided
- Garland's use reproduces Ian's chapter exactly.
  - Garland does not have Ian's permission.
  - consumers are confused.
  - Garland's use is intentional.
- \_\_\_\_\_ 129. Development Associates (DA) agrees to buy five acres of land from Eastside Properties for \$15,000. Eastside fails to go through with the deal on the agreed date, when the market price of the land is \$17,000. DA may recover
- \$0.
  - \$2,000.
  - \$17,000.
  - \$15,000.
- \_\_\_\_\_ 130. Symphony, Inc., a U.S. jewelry designer and maker, files a suit against Kawa, Ltd., a Japanese jewelry maker, for the infringement of intellectual property rights under Japan's national laws. Under the TRIPS agreement, Symphony is entitled to receive
- nothing.
  - better treatment than Kawa.
  - the same treatment as Kawa.
  - worse treatment than Kawa.

**Fact Pattern 19-1B**

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

- \_\_\_\_\_ 131. Refer to Fact Pattern 19-1B. Fruits & Vegetables files a suit against Grover's, claiming that the buyer assumed the risk of the spoilage of the unsold produce. The court may allow evidence of this term if it finds that the parties' contract is
- fully integrated.
  - not fully integrated.
  - a complete and final statement of their agreement.
  - not supported by consideration.
- \_\_\_\_\_ 132. In a suit against Vladimir over the performance of a contract, Wyler obtains *rescission*. This is
- the cancellation of a contract.
  - an order to do or to refrain from doing a particular act.
  - an order to perform what was promised.
  - a payment of money or property as compensation.

- \_\_\_\_\_ 133. Mariah wins her suit against Variety Products Company. Variety's best ground for appeal is the trial court's interpretation of
- a. the dealings between the parties before the suit.
  - b. the credibility of the evidence that Mariah presented.
  - c. the law that applied to the issues in the case.
  - d. the conduct of the witnesses during the trial.

**Fact Pattern 19-1A**

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

- \_\_\_\_\_ 134. Refer to Fact Pattern 19-1A. Olisa files a suit against Pay-to-Own, claiming that their contract is so unfair and one sided that it would be unreasonable to enforce it. Olisa is asserting
- a. the principle of fair trade.
  - b. the concept of good faith.
  - c. the doctrine of unconscionability.
  - d. the predominant-factor test.
- \_\_\_\_\_ 135. Refer to Fact Pattern 19-1A. Under the UCC, the court can evaluate the contract to determine whether it was unreasonably unfair and one sided
- a. at the time of Gail's suit.
  - b. at the time it was made.
  - c. in the middle of its performance.
  - d. at the end of its term.
- \_\_\_\_\_ 136. Steve agrees to assume a debt of Thumb Grippers Company to Main Street Bank. The agreement is not in writing. To be enforceable, the promise must be for the benefit of
- a. Thumb Grippers.
  - b. Main Street.
  - c. any party.
  - d. Steve.
- \_\_\_\_\_ 137. Uri and Vicky orally agree on the sale of Uri's Nite Club to Vicky and note terms on a pair of the Club's napkins, which they both sign. A written memorandum evidencing an oral contract that would otherwise be unenforceable must contain
- a. the qualitative terms.
  - b. every term.
  - c. the essential terms.
  - d. the preliminary terms.
- \_\_\_\_\_ 138. Jacquie signs a contract to buy a car just before reaching the age of majority. After reaching the age of majority, Jacquie does not take possession or make payments. Most courts would hold, with respect to the contract, that this is
- a. ratification.
  - b. disaffirmance.
  - c. emancipation.
  - d. rescission.

- \_\_\_\_\_ 139. Olin, a professional artist and art teacher, convinces Plato, who has no artistic ability, that he has considerable talent and induces him to pay Olin \$10,000 for art lessons. When Plato realizes the truth, he files a suit against Olin. Plato is most likely to recover on the basis of
- undue influence.
  - mistake.
  - fraud.
  - none of the choices.
- \_\_\_\_\_ 140. Cleo sells kitchen appliances to persons who come into her store, Buy n' Sell Appliances. One afternoon, Cleo sells a used display shelf to Earline. At a garage sale at her home, Cleo sells a used sofa to Flavia. Under the UCC, Cleo is a merchant of
- kitchen appliances, display shelves, and sofas.
  - kitchen appliances and display shelves only.
  - kitchen appliances only.
  - none of the choices.
- \_\_\_\_\_ 141. Plato works for Quirky Squirters, Inc. During work hours, Plato "steals" his employer's computer time to start up his own business, Rowdy Drenchers. This is
- no crime.
  - burglary.
  - larceny.
  - robbery.
- \_\_\_\_\_ 142. Magic Math Corporation makes business accounting software, which is packaged with a shrink-wrap agreement. National Distribution Company distributes the software to retailers, including an Office Stuff store, where Peg buys a package of it. The parties to the shrink-wrap agreement are
- Magic Math and Peg only.
  - Office Stuff and Peg only.
  - Magic Math and National Distribution only.
  - Magic Math, National Distribution, Office Stuff, and Peg.
- \_\_\_\_\_ 143. Business Properties, Inc. (BPI), offers to sell a warehouse to Corporate Investments. Corporate says that it will pay BPI \$100 to hold the offer open for three business days. This
- makes the offer irrevocable for three days if BPI accepts.
  - creates an illegal contract by adding a clause to BPI's offer.
  - voids BPI's offer by extending the time term.
  - negates BPI's offer by changing the price term.
- \_\_\_\_\_ 144. Fay is mentally incompetent but has not been so adjudged by a court. Any contract Fay enters into is
- voidable if the other party does not realize that Fay is incompetent.
  - unavoidable.
  - voidable if Fay lacks the capacity to comprehend the consequences.
  - voidable if Fay has a lucid interval at the time of contracting.
- \_\_\_\_\_ 145. Kay carelessly bumps into Lyle, knocking him to the ground. Kay has committed the tort of negligence
- under any circumstances.
  - under no circumstances.
  - only if Lyle is not injured.
  - only if Lyle is injured.

- \_\_\_\_ 146. Vince files a suit against Will. Vince and Will meet, and each party's attorney argues the party's case before a judge and jury. The jury presents an advisory verdict, after which the judge meets with the parties to encourage them to settle their dispute. This is
- a. court-ordered arbitration.
  - b. early neutral case evaluation.
  - c. a summary jury trial.
  - d. a mini-trial.
- \_\_\_\_ 147. Jill and Karl contract for the sale of Jill's horse for \$1,000. Unknown to either party, the horse has died. Karl is
- a. entitled to another horse of equivalent value.
  - b. not required to pay due to the *unilateral* mistake.
  - c. not required to pay due to the *mutual* mistake.
  - d. required to pay because she assumed the risk the horse might die.
- \_\_\_\_ 148. Liu files a suit against Macro Sales, Inc., in a New Jersey state court based on a Web site through which New Jersey residents can do business with Macro. The court will most likely exercise jurisdiction over Macro if the interactivity of the site is seen as
- a. not connected with the state.
  - b. a "substantial enough" connection with the state.
  - c. "downloading" from the state.
  - d. "uploading" to the state.
- \_\_\_\_ 149. May is a stockbroker. Due to May's statements, Nora believes that the price of OK Goods, Inc. (OKGI), a widely traded stock, is going to increase substantially. Nora buys 500 shares of OKGI at \$10 per share, but the price soon drops to \$2. Nora can successfully recover
- a. nothing.
  - b. the amount of the purchase price plus the expected increase.
  - c. the amount of the purchase price plus the unexpected decrease.
  - d. the amount of the purchase price.
- \_\_\_\_ 150. An anonymous person posts online a defamatory message about Dewitt. Not knowing the poster's identity, Dewitt files a suit against "John Doe." Using the authority of the court, Dewitt can obtain from the poster's Internet service provider
- a. the identity of the poster.
  - b. an apology.
  - c. damages.
  - d. none of the choices.
- \_\_\_\_ 151. 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
- a. Lex's use is for a commercial purpose.
  - b. Lex's use has no effect on the market for Mina's work.
  - c. Lex distributes the copies freely to the public.
  - d. Lex copies the entire work.

- \_\_\_\_\_ 152. Vacation Vistas, Inc., agrees to sell certain acreage to Umiko, who intends to develop a destination resort. Vacation Vistas repudiates the deal. Umiko sues Vacation Vistas and recovers damages. She can now obtain
- damages representing restitution.
  - specific performance of the deal.
  - nothing more.
  - an amount in a quasi-contractual recovery.
- \_\_\_\_\_ 153. SFX Paintball Games, Inc., and Truck & Trailer Delivery Corporation sign an agreement that provides for the payment of "\$1,000 by whichever party commits a material breach of the contract that creates damages difficult to estimate but approximately \$1,000." If enforceable, this is
- a nominal damages clause.
  - a mitigation of damages clause.
  - a liquidated damages clause.
  - a penalty clause.
- \_\_\_\_\_ 154. Rolf, a citizen of New Mexico, wants to file a suit against Sandy, a citizen of Texas. Their diversity of citizenship may be a basis for
- a federal court to exercise original jurisdiction.
  - a state court to exercise appellate jurisdiction.
  - no court to exercise jurisdiction.
  - the United States Supreme Court to refuse jurisdiction.



## Bus 241 - Winter 2013 -- - Final Exam Answer Section

### TRUE/FALSE

- |   |        |             |                                     |
|---|--------|-------------|-------------------------------------|
| 1. ANS: T                                       | PTS: 1 | REF: p. 222 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                                | TYP: N |             |                                     |
| 2. ANS: F                                       | PTS: 1 | REF: p. 75  |                                     |
| NAT: AACSB Analytic   AICPA Critical Thinking   |        |             | KEY: Test Bank A                    |
| TYP: N  |        |             |                                     |
| 3. ANS: F                                       | PTS: 1 | REF: p. 35  | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                                | TYP: = |             |                                     |
| 4. ANS: F                                       | PTS: 1 | REF: p. 162 |                                     |
| NAT: AACSB Reflective   AICPA Critical Thinking |        |             | KEY: Test Bank A                    |
| TYP: =  |        |             |                                     |
| 5. ANS: T                                       | PTS: 1 | REF: p. 38  |                                     |
| NAT: AACSB Analytic   AICPA Critical Thinking   |        |             | KEY: Test Bank A                    |
| TYP: N  |        |             |                                     |
| 6. ANS: F                                       | PTS: 1 | REF: p. 370 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                                | TYP: N |             |                                     |
| 7. ANS: F                                       | PTS: 1 | REF: p. 99  |                                     |
| NAT: AACSB Ethics   AICPA Critical Thinking     |        |             | KEY: Test Bank A                    |
| TYP: N  |        |             |                                     |
| 8. ANS: F                                       | PTS: 1 | REF: p. 282 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                                | TYP: = |             |                                     |
| 9. ANS: T                                       | PTS: 1 | REF: p. 227 | NAT: AACSB Reflective   AICPA Legal |
| KEY: Test Bank B                                | TYP: = |             |                                     |
| 10. ANS: T                                      | PTS: 1 | REF: p. 291 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                                | TYP: = |             |                                     |
| 11. ANS: T                                      | PTS: 1 | REF: p. 224 | NAT: AACSB Reflective   AICPA Legal |
| KEY: Test Bank B                                | TYP: = |             |                                     |
| 12. ANS: F                                      | PTS: 1 | REF: p. 278 | NAT: AACSB Reflective   AICPA Legal |
| KEY: Test Bank A                                | TYP: = |             |                                     |
| 13. ANS: F                                      | PTS: 1 | REF: p. 334 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                                | TYP: = |             |                                     |
| 14. ANS: F                                      | PTS: 1 | REF: p. 117 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                                | TYP: = |             |                                     |
| 15. ANS: F                                      | PTS: 1 | REF: p. 94  |                                     |
| NAT: AACSB Ethics   AICPA Critical Thinking     |        |             | KEY: Test Bank A                    |
| TYP: =  |        |             |                                     |
| 16. ANS: F                                      | PTS: 1 | REF: p. 210 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                                | TYP: = |             |                                     |
| 17. ANS: F                                      | PTS: 1 | REF: p. 246 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                                | TYP: N |             |                                     |
| 18. ANS: T                                      | PTS: 1 | REF: p. 122 | NAT: AACSB Reflective   AICPA Legal |
| KEY: Test Bank A                                | TYP: + |             |                                     |

19.	ANS: T	PTS: 1	REF: p. 178	NAT: AACSB Reflective   AICPA Legal
	KEY: Test Bank A	TYP: N		
20.	ANS: F	PTS: 1	REF: p. 168	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
21.	ANS: T	PTS: 1	REF: p. 39	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
22.	ANS: T	PTS: 1	REF: p. 334	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
23.	ANS: T	PTS: 1	REF: p. 178	NAT: AACSB Reflective   AICPA Legal
	KEY: Test Bank A	TYP: N		
24.	ANS: F	PTS: 1	REF: p. 277	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
25.	ANS: F	PTS: 1	REF: p. 224	NAT: AACSB Reflective   AICPA Legal
	KEY: Test Bank B	TYP: N		
26.	ANS: F	PTS: 1	REF: p. 290	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
27.	ANS: F	PTS: 1	REF: p. 128	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
28.	ANS: T	PTS: 1	REF: p. 281	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
29.	ANS: T	PTS: 1	REF: p. 233	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
30.	ANS: T	PTS: 1	REF: p. 179	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
31.	ANS: T	PTS: 1	REF: p. 245	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
32.	ANS: T	PTS: 1	REF: p. 277	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
33.	ANS: T	PTS: 1	REF: p. 238	NAT: AACSB Technology   AICPA Legal
	KEY: Test Bank B	TYP: N		
34.	ANS: T	PTS: 1	REF: p. 28	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
35.	ANS: T	PTS: 1	REF: p. 260	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
36.	ANS: T	PTS: 1	REF: p. 237	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
37.	ANS: F	PTS: 1	REF: p. 274	NAT: AACSB Reflective   AICPA Legal
	KEY: Test Bank A	TYP: =		
38.	ANS: F	PTS: 1	REF: p. 76	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
39.	ANS: F	PTS: 1	REF: p. 277	NAT: AACSB Reflective   AICPA Legal
	KEY: Test Bank A	TYP: =		
40.	ANS: F	PTS: 1	REF: p. 250	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: +		
41.	ANS: F	PTS: 1	REF: p. 246	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
42.	ANS: F	PTS: 1	REF: p. 146	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		

43.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 39	NAT: AACSB Analytic   AICPA Legal
44.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 232	NAT: AACSB Analytic   AICPA Legal
45.	ANS: T KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 236	NAT: AACSB Technology   AICPA Legal
46.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 290	NAT: AACSB Reflective   AICPA Legal
47.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 231	NAT: AACSB Analytic   AICPA Legal
48.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 263	NAT: AACSB Analytic   AICPA Legal
49.	ANS: T NAT: AACSB Analytic   AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 207	KEY: Test Bank A
50.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 7	NAT: AACSB Analytic   AICPA Legal
51.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 57	NAT: AACSB Analytic   AICPA Legal
52.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 335	NAT: AACSB Reflective   AICPA Legal
53.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Analytic   AICPA Legal
54.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 278	NAT: AACSB Reflective   AICPA Legal
55.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 222	NAT: AACSB Analytic   AICPA Legal
56.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 180	NAT: AACSB Analytic   AICPA Legal
57.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 147	NAT: AACSB Analytic   AICPA Legal
58.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 263	NAT: AACSB Reflective   AICPA Legal
59.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 154	NAT: AACSB Reflective   AICPA Legal
60.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 256	NAT: AACSB Analytic   AICPA Legal
61.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 291	NAT: AACSB Analytic   AICPA Legal
62.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 34	NAT: AACSB Analytic   AICPA Legal
63.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 88	NAT: AACSB Analytic   AICPA Legal
64.	ANS: T KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 225	NAT: AACSB Analytic   AICPA Legal
65.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 214	NAT: AACSB Reflective   AICPA Legal

66.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 277	NAT: AACSB Reflective   AICPA Legal
67.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 256	NAT: AACSB Reflective   AICPA Legal
68.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 258	NAT: AACSB Analytic   AICPA Legal
69.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 137	NAT: AACSB Analytic   AICPA Legal
70.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 343	NAT: AACSB Reflective   AICPA Legal
71.	ANS: T NAT: AACSB Analytic   AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 320	KEY: Test Bank A
72.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 292	NAT: AACSB Reflective   AICPA Legal

**MULTIPLE CHOICE**

73.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 356	NAT: AACSB Reflective   AICPA Legal
74.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 257	NAT: AACSB Reflective   AICPA Legal
75.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 7	NAT: AACSB Reflective   AICPA Legal
76.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 276	NAT: AACSB Reflective   AICPA Legal
77.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 276	NAT: AACSB Reflective   AICPA Legal
78.	ANS: B KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 300	NAT: AACSB Reflective   AICPA Legal
79.	ANS: B KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 235	NAT: AACSB Reflective   AICPA Legal
80.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 184	NAT: AACSB Reflective   AICPA Legal
81.	ANS: A NAT: AACSB Reflective   AICPA Risk Analysis TYP: N	PTS: 1	REF: p. 89	KEY: Test Bank A
82.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 295	NAT: AACSB Reflective   AICPA Legal
83.	ANS: A NAT: AACSB Reflective   AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 33	KEY: Test Bank A
84.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective   AICPA Legal
85.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 32	NAT: AACSB Reflective   AICPA Legal
86.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 337	NAT: AACSB Reflective   AICPA Legal

87.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 146	NAT: AACSB Reflective   AICPA Legal
88.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 207	NAT: AACSB Analytic   AICPA Legal
89.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 345	NAT: AACSB Reflective   AICPA Legal
90.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 75	NAT: AACSB Reflective   AICPA Legal
91.	ANS: C NAT: AACSB Reflective   AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 41	KEY: Test Bank A
92.	ANS: B NAT: AACSB Reflective   AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 42	KEY: Test Bank A
93.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 246	NAT: AACSB Reflective   AICPA Legal
94.	ANS: A KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 326	NAT: AACSB Reflective   AICPA Legal
95.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 139	NAT: AACSB Reflective   AICPA Legal
96.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Reflective   AICPA Legal
97.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective   AICPA Legal
98.	ANS: D KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 258	NAT: AACSB Reflective   AICPA Legal
99.	ANS: A KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 266	NAT: AACSB Reflective   AICPA Legal
100.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 233	NAT: AACSB Reflective   AICPA Legal
101.	ANS: A NAT: AACSB Communication   AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 53	KEY: Test Bank A
102.	ANS: B KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective   AICPA Legal
103.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 227	NAT: AACSB Reflective   AICPA Legal
104.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 248	NAT: AACSB Reflective   AICPA Legal
105.	ANS: D NAT: AACSB Reflective   AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 107	KEY: Test Bank A
106.	ANS: A NAT: AACSB Communication   AICPA Legal TYP: N	PTS: 1	REF: p. 257	KEY: Test Bank A
107.	ANS: C KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective   AICPA Legal

108.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 161	NAT: AACSB Reflective   AICPA Legal
109.	ANS: B KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective   AICPA Legal
110.	ANS: B KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 372	NAT: AACSB Reflective   AICPA Legal
111.	ANS: A KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 293	NAT: AACSB Reflective   AICPA Legal
112.	ANS: B NAT: AACSB Reflective   AICPA Decision Modeling TYP: =	PTS: 1	REF: p. 35	KEY: Test Bank A
113.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 168	NAT: AACSB Reflective   AICPA Legal
114.	ANS: A NAT: AACSB Reflective   AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 80	KEY: Test Bank A
115.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 139	NAT: AACSB Reflective   AICPA Legal
116.	ANS: C NAT: AACSB Reflective   AICPA Critical Thinking TYP: +	PTS: 1	REF: p. 101	KEY: Test Bank A
117.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 361	NAT: AACSB Reflective   AICPA Legal
118.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 56	NAT: AACSB Reflective   AICPA Legal
119.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 164	NAT: AACSB Reflective   AICPA Legal
120.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 245	NAT: AACSB Reflective   AICPA Legal
121.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 196	NAT: AACSB Reflective   AICPA Legal
122.	ANS: C KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 270	NAT: AACSB Reflective   AICPA Legal
123.	ANS: C KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 368	NAT: AACSB Reflective   AICPA Legal
124.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 5	NAT: AACSB Reflective   AICPA Legal
125.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 126	NAT: AACSB Reflective   AICPA Legal
126.	ANS: A KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 336	NAT: AACSB Reflective   AICPA Legal
127.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Reflective   AICPA Legal
128.	ANS: B KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 163	NAT: AACSB Reflective   AICPA Legal
129.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective   AICPA Legal

130.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 170	NAT: AACSB Reflective   AICPA Legal
131.	ANS: B KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 370	NAT: AACSB Reflective   AICPA Legal
132.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 7	NAT: AACSB Reflective   AICPA Legal
133.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 38	NAT: AACSB Reflective   AICPA Legal
134.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 372	NAT: AACSB Reflective   AICPA Legal
135.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 372	NAT: AACSB Reflective   AICPA Legal
136.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 292	NAT: AACSB Reflective   AICPA Legal
137.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 296	NAT: AACSB Reflective   AICPA Legal
138.	ANS: B KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 257	NAT: AACSB Reflective   AICPA Legal
139.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 278	NAT: AACSB Reflective   AICPA Legal
140.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 361	NAT: AACSB Reflective   AICPA Legal
141.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 178	NAT: AACSB Reflective   AICPA Legal
142.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 235	NAT: AACSB Reflective   AICPA Legal
143.	ANS: A KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 230	NAT: AACSB Reflective   AICPA Legal
144.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 259	NAT: AACSB Reflective   AICPA Legal
145.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 141	NAT: AACSB Reflective   AICPA Legal
146.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 45	NAT: AACSB Reflective   AICPA Legal
147.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective   AICPA Legal
148.	ANS: B NAT: AACSB Reflective   AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 34	KEY: Test Bank A
149.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 277	NAT: AACSB Reflective   AICPA Legal
150.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 129	NAT: AACSB Reflective   AICPA Legal
151.	ANS: B KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective   AICPA Legal
152.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 343	NAT: AACSB Reflective   AICPA Legal

- |      |                  |        |             |                                     |
|------|------------------|--------|-------------|-------------------------------------|
| 153. | ANS: C           | PTS: 1 | REF: p. 338 | NAT: AACSB Reflective   AICPA Legal |
|      | KEY: Test Bank A | TYP: = |             |                                     |
| 154. | ANS: A           | PTS: 1 | REF: p. 33  | NAT: AACSB Reflective   AICPA Legal |
|      | KEY: Test Bank A | TYP: N |             |                                     |



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

<u>  C  </u> 80.	<u>  C  </u> 87.	<u>  B  </u> 93.	<u>  A  </u> 99.	<u>  A  </u> 106.
<u>  A  </u> 81.	<u>  B  </u> 88.	<u>  A  </u> 94.	<u>  B  </u> 100.	<u>  C  </u> 107.
<u>  C  </u> 82.	<u>  A  </u> 89.	<u>  B  </u> 95.	<u>  A  </u> 101.	<u>  A  </u> 108.
<u>  A  </u> 83.	<u>  C  </u> 90.	<u>  D  </u> 96.	<u>  B  </u> 102.	<u>  B  </u> 109.
<u>  C  </u> 84.	<u>  C  </u> 91.	<u>  D  </u> 97.	<u>  D  </u> 103.	<u>  B  </u> 110.
<u>  D  </u> 85.	<u>  B  </u> 92.	<u>  D  </u> 98.	<u>  D  </u> 104.	<u>  A  </u> 111.
<u>  C  </u> 86.			<u>  D  </u> 105.	<u>  B  </u> 112.

A   113.

  C   127.

  C   133.

  C   139.

  C   120.

  A   114.

  B   128.

  C   140.

  A   121.

  C   134.

  D   115.

  B   129.

  C   141.

  C   122.

  B   135.

  C   116.

  C   130.

  A   142.

  C   123.

  D   136.

  C   117.

  A   143.

  C   124.

  C   137.

  C   118.

  B   131.

  C   144.

  B   125.

  B   138.

  A   119.

  A   126.

  A   132.

  D   145.

C   146.

  C   152.

  C   147.

  C   153.

  B   148.

  A   154.

  A   149.

  A   150.

  B   151.

**Bus 241 - Winter 2013 -- - Final Exam**

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

**Please be sure to answer all questions on the exam. There are EIGHTEEN (18) pages and 154 questions to this exam -- 72 True False, and 82 multiple choice. Count to make sure that you have all the pages and review your exam to make sure that you do not miss answering any pages or questions of the exam.**

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

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

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

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

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

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

**True/False**

*Indicate whether the statement is true or false.*

- \_\_\_\_\_ 1. A minor may disaffirm a contract only if the subject matter is illegal.
- \_\_\_\_\_ 2. Damages are designed to punish a breaching party and deter others from similar conduct.
- \_\_\_\_\_ 3. If an offeror does not expressly authorize a certain mode of acceptance, then acceptance may be made by any reasonable means.
- \_\_\_\_\_ 4. Specific performance is the remedy customarily used when one party has breached a contract for the sale of goods.
- \_\_\_\_\_ 5. In an auction, a bidder is an offeror.
- \_\_\_\_\_ 6. In some states, lawyers are not allowed to represent people in small claims courts.
- \_\_\_\_\_ 7. Picking pockets is not robbery.
- \_\_\_\_\_ 8. If the parties to a contract attach materially different meanings to a contract term, the contract cannot be rescinded.
- \_\_\_\_\_ 9. The Constitution expressly excludes state regulation of commerce.
- \_\_\_\_\_ 10. Under the mailbox rule, an acceptance takes effect at the time it is sent.
- \_\_\_\_\_ 11. Changing a trademark is forgery.
- \_\_\_\_\_ 12. An advertisement is generally considered an invitation to negotiate.
- \_\_\_\_\_ 13. Restricting the bonuses that are paid to executives is unethical.
- \_\_\_\_\_ 14. A contract comes to an end when both parties fulfill their respective duties by performing the acts they have promised.
- \_\_\_\_\_ 15. The UETA does *not* apply to a transaction unless the parties agreed to conduct the transaction electronically.

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- \_\_\_ 16. If a contractual promise is not fulfilled, the person who made it may be required to perform the promised act.
- \_\_\_ 17. A contract involving property of any kind must be in writing to be enforceable.
- \_\_\_ 18. An invitation to submit bids—"how much would you charge to do this work?"—is an offer.
- \_\_\_ 19. A contract lacking a quantity term, when appropriate, may not be enforceable.
- \_\_\_ 20. The purpose of the doctrine of election of remedies is to permit double recovery.
- \_\_\_ 21. An offeree's power of acceptance is terminated when the offeror dies unless the offer is irrevocable.
- \_\_\_ 22. Reliance on a non-expert's statement of opinion will not normally entitle a party to relief.
- \_\_\_ 23. The terms of a fully integrated contract can be contradicted only by evidence of any prior agreements.
- \_\_\_ 24. A contract is void if one of the parties was intoxicated at the time of its formation.
- \_\_\_ 25. In an employment contract, a covenant not to compete can be enforceable.
- \_\_\_ 26. A party's oral agreement to pay another's debt is never enforceable.
- \_\_\_ 27. Any relevant evidence may be used to prove that an e-record is the act of a particular person.
- \_\_\_ 28. To rescind a contract for fraud, a plaintiff must prove an injury.
- \_\_\_ 29. Under the doctrine of strict liability, liability is imposed strictly according to fault.
- \_\_\_ 30. It is possible to copyright an idea.
- \_\_\_ 31. The doctrine of promissory estoppel does not apply if there is a clear and definite promise.
- \_\_\_ 32. International copyright protection is automatic—even in nations that have not signed international agreements relating to intellectual property rights.
- \_\_\_ 33. A statement of opinion is generally subject to a claim of fraud.
- \_\_\_ 34. Under federal law, an electronic signature can be as valid as a signature on paper.
- \_\_\_ 35. No offer may be revoked before it is accepted.
- \_\_\_ 36. A law that discriminates based on gender must substantially relate to an important government objective to be valid.
- \_\_\_ 37. National legislation governs nearly every major business activity, including conduct that has nothing to do with commerce.

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- \_\_\_ 38. A promise to do what one already has a legal duty to do is legally sufficient consideration.
- \_\_\_ 39. An expert's false statement to a naive buyer about a technical detail will not usually entitle the buyer to rescind a contract.
- \_\_\_ 40. A person who commits larceny can be sued under tort law.
- \_\_\_ 41. Disparagement of property is another term for appropriation.
- \_\_\_ 42. *Venue* is the term for the subject matter of a case.
- \_\_\_ 43. Misrepresentation of a material fact cannot occur through words alone.
- \_\_\_ 44. A justiciable controversy is a case in which the court's decision—the "justice" that will be served—will be controversial.
- \_\_\_ 45. A motion for summary judgment may be made before, during, or after a trial.
- \_\_\_ 46. Whether a contract with an unlicensed professional is enforceable depends on the purpose of the statute that requires the license.
- \_\_\_ 47. A person's intent to return embezzled property is a defense to the crime of embezzlement.
- \_\_\_ 48. Remedies in equity include injunctions and decrees of specific performance.
- \_\_\_ 49. An agreement is evidenced by a single event: an offer.
- \_\_\_ 50. A federal case typically originates in a state court.
- \_\_\_ 51. Compensatory damages compensate an injured party for damages arising directly from the loss of a bargain caused by a breach of contract.
- \_\_\_ 52. An offeror must have a serious intention to become bound by the offer.
- \_\_\_ 53. To commit an intentional tort, one person must intend to harm a certain other person.
- \_\_\_ 54. Under the "danger invites rescue" doctrine, a person who tries to rescue another individual from harm is liable for any injuries to the individual.
- \_\_\_ 55. An innocent party can enforce a fraudulent contract.
- \_\_\_ 56. A contract must be in writing to be enforceable if performance is impossible within one year.
- \_\_\_ 57. Overestimating the value of an object is a mistake for which a court will normally provide relief.
- \_\_\_ 58. The doctrine of quasi contract can be used only when there is an actual contract that covers the matter in controversy.



- \_\_\_\_ 59. A contract to do something that is prohibited by statutory law is void.
- \_\_\_\_ 60. An *unauthorized* scan of a bank account can be an invasion of privacy.
- \_\_\_\_ 61. All contracts between adults and minors are void.
- \_\_\_\_ 62. An oral contract for a transfer of an interest in land is never enforceable.
- \_\_\_\_ 63. Risks ordinarily assumed in business do not constitute consideration for the modification of a contract.
- \_\_\_\_ 64. Ordinarily, the remedy for a seller's breach of a contract for a sale of real estate is damages.
- \_\_\_\_ 65. If a contract to do something in certain intervals over a period of *less* than one year is *not* in writing, it is not enforceable.
- \_\_\_\_ 66. The United States Supreme Court has original jurisdiction in rare instances.
- \_\_\_\_ 67. An arbitrary use of ordinary words may *not* be trademarked.
- \_\_\_\_ 68. The courts can decide whether the other branches of government have acted within the scope of their constitutional authority.
- \_\_\_\_ 69. Business ethics is consistent only with short-run profit maximization.
- \_\_\_\_ 70. A promise to pay for an act that has yet to occur is unenforceable.
- \_\_\_\_ 71. An *ordinary* person standard determines whether allegedly negligent conduct resulted in a breach of a duty of care.
- \_\_\_\_ 72. In effect, negligent misrepresentation is treated as fraudulent misrepresentation.

**Multiple Choice**

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

- \_\_\_\_ 73. Beachside City enacts an ordinance that bans the distribution of all printed materials on city streets. Carl opposes the city's latest "revenue-enhancing" measure and wants to protest by distributing handbills. In his suit against the city, a court would likely hold the printed-materials ban to be
- a. unconstitutional under the First Amendment.
  - b. not subject to the U.S. Constitution.
  - c. constitutional under the First Amendment.
  - d. unconstitutional under the commerce clause.

- \_\_\_\_\_ 74. Indelible Fabrics, Inc. (IFI), makes "Jean's Denim," a famous brand of clothing. Without IFI's consent, Kopy Company (KC) begins to use "jeansdenim" as part of a domain name. IFI files a suit against KC and engages in service of process. Service of process must provide
- notice and an opportunity to respond.
  - space to fill in important information and time in which to do it.
  - privacy between the litigants and publicity in the judgment.
  - equality and fairness in adjudication.
- \_\_\_\_\_ 75. Lindsey, an emergency medical technician, is called to an accident scene by Nicole and renders medical care to Marvin, a minor. Lindsey may recover the cost from
- no one.
  - the state.
  - Marvin.
  - Nicole.
- \_\_\_\_\_ 76. Bild-Rite, Inc., is a Colorado-based firm that does business with clients throughout North America. Bild-Rite oversees construction projects, and buys and sells commercial buildings, undeveloped land, and construction supplies and other goods. Bild-Rite has had to deal with work-site theft and vandalism. With respect to these circumstances, the Uniform Commercial Code (UCC) provides a framework for
- international construction contracts.
  - commercial transactions for the sale of and payment for goods.
  - prosecuting crimes against business interests.
  - domestic and foreign transactions in real estate.
- \_\_\_\_\_ 77. Pablo and Melia enter into an oral contract for Pablo's sale to Melia of a laptop computer for \$400. Assuming the terms can be proved, the contract is enforceable by
- any third party who overheard the parties making the agreement.
  - the manufacturer of the laptop.
  - the seller or the buyer.
  - none of the choices.
- \_\_\_\_\_ 78. Olin, a professional artist and art teacher, convinces Plato, who has no artistic ability, that he has considerable talent and induces him to pay Olin \$10,000 for art lessons. When Plato realizes the truth, he files a suit against Olin. Plato is most likely to recover on the basis of
- fraud.
  - undue influence.
  - mistake.
  - none of the choices.
- \_\_\_\_\_ 79. Jon, a law enforcement official, monitors Kelsey's Internet activities—e-mail and Web site visits—to gain access to her personal financial data and student information. This may violate Kelsey's right to
- procedural due process.
  - substantive due process.
  - equal protection of the law.
  - privacy.
- \_\_\_\_\_ 80. Yvon asks Zack, "Do you want to buy one of my fishing rods?" This is
- not a valid offer because Zack did not respond.
  - not a valid offer because the terms are not definite.
  - a valid offer.
  - not a valid offer because Yvon did not state an intent.

- \_\_\_\_\_ 81. Fay is mentally incompetent but has not been so adjudged by a court. Any contract Fay enters into is
- voidable if Fay lacks the capacity to comprehend the consequences.
  - voidable if Fay has a lucid interval at the time of contracting.
  - unavoidable.
  - voidable if the other party does not realize that Fay is incompetent.
- \_\_\_\_\_ 82. In a suit against Vladimir over the performance of a contract, Wyler obtains *rescission*. This is
- an order to perform what was promised.
  - a payment of money or property as compensation.
  - the cancellation of a contract.
  - an order to do or to refrain from doing a particular act.
- \_\_\_\_\_ 83. May is a stockbroker. Due to May's statements, Nora believes that the price of OK Goods, Inc. (OKGI), a widely traded stock, is going to increase substantially. Nora buys 500 shares of OKGI at \$10 per share, but the price soon drops to \$2. Nora can successfully recover
- the amount of the purchase price plus the expected increase.
  - the amount of the purchase price plus the unexpected decrease.
  - nothing.
  - the amount of the purchase price.
- \_\_\_\_\_ 84. Rashad accesses Quant Company's computer system without authority to obtain protected financial data. Under federal law, this is
- a felony if Quant brings a civil suit against Rashad.
  - a felony if it is committed for a commercial purpose.
  - a crime, but not a felony.
  - not a crime.
- \_\_\_\_\_ 85. Tom's Timber Outlet and Olivia, a consumer, enter into a contract for a sale of plywood. If the contract includes a clause that is perceived as grossly unfair to Olivia, its enforcement may be challenged under
- the predominant-factor test.
  - the doctrine of unconscionability.
  - the mirror image rule.
  - the principle of fair trade.
- \_\_\_\_\_ 86. John sees that Kris is about to step into the path of an oncoming bus. If John does not warn Kris of the danger, John is liable
- only if Kris is not injured.
  - regardless of the consequences to Kris.
  - under no circumstances.
  - only if Kris is injured.
- \_\_\_\_\_ 87. Deepwater Mining Corporation offers to sell East China Refining, Inc., a certain quantity of unrefined oil. If East China sends an acceptance via Deepwater's authorized mode of communication, it will be effective when it is
- in transit.
  - received.
  - written.
  - sent.

- \_\_\_\_\_ 88. Equipment Rental Corporation and Family Farm, Inc., are parties to an oral agreement for a lease of farm equipment with payments in excess of \$10,000. They may satisfy the Statute of Frauds by
- shaking hands on the deal.
  - mutually agreeing not to commit fraud.
  - repeating the terms in a phone call.
  - setting out the terms in a memo.
- \_\_\_\_\_ 89. Magic Math Corporation makes business accounting software, which is packaged with a shrink-wrap agreement. National Distribution Company distributes the software to retailers, including an Office Stuff store, where Peg buys a package of it. The parties to the shrink-wrap agreement are
- Office Stuff and Peg only.
  - Magic Math and National Distribution only.
  - Magic Math, National Distribution, Office Stuff, and Peg.
  - Magic Math and Peg only.
- \_\_\_\_\_ 90. Opal files a complaint in a suit against Phil, and he files an answer. The case may now be
- dismissed only after a trial begins.
  - resolved only after a trial ends.
  - settled only during a trial.
  - dismissed or settled at this point.
- \_\_\_\_\_ 91. Liu files a suit against Macro Sales, Inc., in a New Jersey state court based on a Web site through which New Jersey residents can do business with Macro. The court will most likely exercise jurisdiction over Macro if the interactivity of the site is seen as
- not connected with the state.
  - "uploading" to the state.
  - a "substantial enough" connection with the state.
  - "downloading" from the state.
- \_\_\_\_\_ 92. Vince files a suit against Will. Vince and Will meet, and each party's attorney argues the party's case before a judge and jury. The jury presents an advisory verdict, after which the judge meets with the parties to encourage them to settle their dispute. This is
- a summary jury trial.
  - early neutral case evaluation.
  - court-ordered arbitration.
  - a mini-trial.
- \_\_\_\_\_ 93. A common ethical dilemma faced by the management of General Holdings Corporation involves the effect that its decision will have on
- the government.
  - one group as opposed to another.
  - the firm's competitors.
  - the U.S. Chamber of Commerce.
- \_\_\_\_\_ 94. Fresh Harvest, Inc., agrees to sell to Gina's Bed & Breakfast Inn a certain amount of locally grown produce each week but no mention is made of where the goods are to be delivered. In general, the UCC requires that the delivery take place at
- a neutral place of business halfway between the parties' locations.
  - Gina's place of business.
  - Fresh Harvest's place of business.
  - a "reasonable" place of delivery.

- \_\_\_\_\_ 95. Rally Corporation enters into a contract to sell ski gear to SnoSportz Company, which sells a pair of the skis to Tyra, a consumer, who later sells them to Uli, another consumer. Article 2 of the UCC applies to the sales transactions between
- Rally and SnoSportz only.
  - all of the buyers and sellers.
  - Tyra and Uli only.
  - SnoSportz and Tyra only.
- \_\_\_\_\_ 96. SFX Paintball Games, Inc., and Truck & Trailer Delivery Corporation sign an agreement that provides for the payment of "\$1,000 by whichever party commits a material breach of the contract that creates damages difficult to estimate but approximately \$1,000." If enforceable, this is
- a liquidated damages clause.
  - a penalty clause.
  - a mitigation of damages clause.
  - a nominal damages clause.
- \_\_\_\_\_ 97. Lex reproduces Mina's copyrighted work without paying royalties. Lex is most likely excepted from liability for copyright infringement under the "fair use" doctrine if
- Lex distributes the copies freely to the public.
  - Lex copies the entire work.
  - Lex's use is for a commercial purpose.
  - Lex's use has no effect on the market for Mina's work.
- \_\_\_\_\_ 98. Phil agrees to work for Vacation Resorts, Inc., as a chef. In determining whether a contract has been formed, an element of prime importance is
- Vacation Resorts's facilities.
  - the parties' intent.
  - the duration of the work.
  - Phil's rate of pay.
- \_\_\_\_\_ 99. Intoxicated, Clio agrees to sell her restaurant, Diners Café, to Evan for half of its real market value. This deal is most likely voidable if Clio
- appears intoxicated to Evan.
  - is so intoxicated as to lack comprehension of the legal consequences.
  - is so intoxicated as to have no memory of the deal.
  - disaffirms the contract after becoming sober.
- \_\_\_\_\_ 100. Mariah wins her suit against Variety Products Company. Variety's best ground for appeal is the trial court's interpretation of
- the law that applied to the issues in the case.
  - the conduct of the witnesses during the trial.
  - the dealings between the parties before the suit.
  - the credibility of the evidence that Mariah presented.
- \_\_\_\_\_ 101. Canada and the United States are signatories of the Berne Convention. Doug, a citizen of Canada, publishes a book first in Canada and then in the United States. Doug's copyright must be recognized by
- all of the signatories of the Berne Convention.
  - Canada only.
  - Canada and the United States only.
  - none of the choices.

- \_\_\_\_\_ 102. Final Foto, Inc., makes photo and video editing software, which includes a shrink-wrap agreement. Gert buys a package of the software. With respect to the contract for the software's purchase, the shrink-wrap agreement may *not* be enforced if
- a. Gert learns of it *after* contracting.
  - b. the quality of the software is poor.
  - c. Gert does not read it.
  - d. Gert learns of it *before* contracting.

**Fact Pattern 15-2A**

Radford and Serenity sign a written contract for the sale of Rad's Coffee & Bagels business to Serenity. The parties intend their written contract to be a final statement of the terms of their agreement.

- \_\_\_\_\_ 103. Refer to Fact Pattern 15-2A. The writing that Radford and Serenity signed is
- a. a severably integrated contract.
  - b. a completely integrated contract.
  - c. a divisibly integrated contract.
  - d. a partially integrated contract.
- \_\_\_\_\_ 104. Inferior Company sells products that are poorly made. Jock, who has never bought an Inferior product, files a suit against Inferior, alleging that its products are defective. The firm's best ground for dismissal of the suit is that Jock does not have
- a. sufficient minimum contacts.
  - b. *certiorari*.
  - c. jurisdiction.
  - d. standing.
- \_\_\_\_\_ 105. In a suit against Evan, Floyd obtains an *injunction*. This is
- a. the cancellation of a contract.
  - b. an order to perform what was promised.
  - c. a payment of money or property as compensation.
  - d. an order to do or to refrain from doing a particular act.
- \_\_\_\_\_ 106. Rolf, a citizen of New Mexico, wants to file a suit against Sandy, a citizen of Texas. Their diversity of citizenship may be a basis for
- a. the United States Supreme Court to refuse jurisdiction.
  - b. a state court to exercise appellate jurisdiction.
  - c. a federal court to exercise original jurisdiction.
  - d. no court to exercise jurisdiction.
- \_\_\_\_\_ 107. An Illinois state statute requires commercial vehicle drivers to "fully attend to the operation of the vehicle." Jerry, a driver for Crosstown Taxi Company, is driving and talking on his cell phone when his cab collides with Kayla's car, injuring her. Kayla's best theory for recovery against Jerry and Crosstown is
- a. the "danger invites rescue" doctrine.
  - b. a Good Samaritan statutes.
  - c. *res ipsa loquitur*.
  - d. negligence *per se*.

- \_\_\_\_\_ 108. Regular Insurance Company violates a state statute when selling an insurance policy to Simone. As a member of the class of persons protected by the state statute, Simone can
- only recover the payment.
  - enforce the contract or recover the payment.
  - do nothing with respect to the contract.
  - only enforce the contract.
- \_\_\_\_\_ 109. Sights Unseen, Inc., (SUI) sells scopes with distinctively designed and made lenses and mirrors to scientists. Telescopes, Etc. Corporation later begins to sell scopes with identical set-ups of lenses and mirrors, without SUI's permission, to consumers. This is most likely
- patent infringement.
  - trademark infringement.
  - copyright infringement.
  - none of the choices.
- \_\_\_\_\_ 110. Nori files a suit against Mica to enforce an oral contract that would otherwise be unenforceable under the Statute of Frauds. The court could enforce such a contract if
- Nori foreseeably and justifiably relied on Mica's promise to her detriment.
  - Mica denies the existence of any contract.
  - neither party has begun to perform.
  - the deal does not involve customized goods.
- \_\_\_\_\_ 111. Rite Contractors, Inc., agrees to build a motel for Sleep Inn Corporation. The project proceeds according to plan, but before it is done, Sleep tells Rite to quit. Rite may recover
- the contract price less costs of materials and labor.
  - the costs needed to complete construction.
  - the contract price.
  - profits plus the costs incurred up to the time of the breach.

**Fact Pattern 2-1A**

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

- \_\_\_\_\_ 112. Refer to Fact Pattern 2-1A. Resolving the dispute between Java and Kaffe by having a neutral third party render a binding decision is one of the advantages of
- conciliation.
  - arbitration.
  - mediation.
  - intervention.
- \_\_\_\_\_ 113. Refer to Fact Pattern 2-1A. If Java and Kaffe have a long-standing business relationship that they would like to continue, a preferred method of settling their dispute may be mediation because
- the case will be heard by a mini-jury.
  - the dispute will eventually go to trial.
  - the process is not adversarial.
  - the resolution of the dispute will be decided an expert.

- \_\_\_\_\_ 114. Domestic Auto Sales, Inc., promises its salaried employees a bonus at the end of the year if management thinks it is warranted. This promise is
- unenforceable because it is not supported by consideration.
  - unenforceable because the dollar amount is missing.
  - unenforceable because the employees are paid salaries.
  - enforceable.
- \_\_\_\_\_ 115. Plato works for Quirky Squirters, Inc. During work hours, Plato "steals" his employer's computer time to start up his own business, Rowdy Drenchers. This is
- larceny.
  - burglary.
  - robbery.
  - no crime.
- \_\_\_\_\_ 116. Driving his sport utility vehicle negligently, Bart crashes into a streetlight. The streetlight falls, smashing through the roof of a house, killing Chris. But for Bart's negligence, Chris would not have died. Regarding the death, the crash is the
- cause in fact.
  - proximate cause.
  - intervening cause.
  - superseding cause.
- \_\_\_\_\_ 117. Joy invites Ken into her apartment. Ken commits trespass to land if he
- harms the apartment in any way.
  - refuses to leave when Joy asks him to go.
  - enters the apartment with fraudulent intent.
  - makes disparaging remarks about Joy to others.
- \_\_\_\_\_ 118. Ruth, a minor, charges groceries at Sam's Mini-Mart. Two days later, Ruth disaffirms the purchase. Ruth owes Sam's
- nothing.
  - the wholesale value of the groceries.
  - the reasonable value of the groceries.
  - the retail value of the groceries.

**Fact Pattern 19-1A**

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

- \_\_\_\_\_ 119. Refer to Fact Pattern 19-1A. Under the UCC, the court can evaluate the contract to determine whether it was unreasonably unfair and one sided
- at the end of its term.
  - at the time it was made.
  - in the middle of its performance.
  - at the time of Gail's suit.



- \_\_\_\_ 120. Refer to Fact Pattern 19-1A. Olisa files a suit against Pay-to-Own, claiming that their contract is so unfair and one sided that it would be unreasonable to enforce it. Olisa is asserting
- the principle of fair trade.
  - the concept of good faith.
  - the doctrine of unconscionability.
  - the predominant-factor test.
- \_\_\_\_ 121. Ray breaches his lease with Sunny Properties and vacates the premises six months before the end of the term. In some states, Sunny would have to
- avoid reletting the premises to recover damages from Ray.
  - sell the premises to recover damages from Ray.
  - make reasonable efforts to relet the premises to mitigate damages.
  - relet the premises to recover damages from Ray.
- \_\_\_\_ 122. Inferior Company, which is based on South Carolina, makes and sells products that are poorly made. Jack, who is a resident of North Carolina, buys an Inferior product and suffers an injury through its use. The diversity of citizenship between these parties means that
- federal courts have exclusive jurisdiction.
  - state courts have exclusive jurisdiction.
  - no court has jurisdiction.
  - federal and state courts have concurrent jurisdiction.
- \_\_\_\_ 123. Symphony, Inc., a U.S. jewelry designer and maker, files a suit against Kawa, Ltd., a Japanese jewelry maker, for the infringement of intellectual property rights under Japan's national laws. Under the TRIPS agreement, Symphony is entitled to receive
- better treatment than Kawa.
  - nothing.
  - the same treatment as Kawa.
  - worse treatment than Kawa.
- \_\_\_\_ 124. U-Can-Own-It Corporation sells appliances to less educated consumers, including Viv, on installment plans. U-Can-Own-It files a suit against Viv when she stops making payments. Viv claims that the deal is unconscionable. The court will most likely consider
- the quality of related products in the general market.
  - the parties' relative bargaining power.
  - the geographic area of the relevant market.
  - the relation of this deal to those of other customers'.
- \_\_\_\_ 125. Garland publishes a book titled *Half Pipe, Full Throttle*, which includes a chapter from Ian's copyrighted book *Snowboarder*. Garland's use of the chapter is actionable provided
- consumers are confused.
  - Garland does not have Ian's permission.
  - Garland's use reproduces Ian's chapter exactly.
  - Garland's use is intentional.
- \_\_\_\_ 126. Rockstar Software, Inc., develops a new series of performance-related video games. The games are most likely protected by
- copyright law.
  - patent law.
  - trademark law.
  - trade secrets law.

- \_\_\_\_\_ 127. Uri and Vicky orally agree on the sale of Uri's Nite Club to Vicky and note terms on a pair of the Club's napkins, which they both sign. A written memorandum evidencing an oral contract that would otherwise be unenforceable must contain
- a. the essential terms.
  - b. the preliminary terms.
  - c. every term.
  - d. the qualitative terms.
- \_\_\_\_\_ 128. Steve agrees to assume a debt of Thumb Grippers Company to Main Street Bank. The agreement is not in writing. To be enforceable, the promise must be for the benefit of
- a. Thumb Grippers.
  - b. Steve.
  - c. any party.
  - d. Main Street.
- \_\_\_\_\_ 129. Development Associates (DA) agrees to buy five acres of land from Eastside Properties for \$15,000. Eastside fails to go through with the deal on the agreed date, when the market price of the land is \$17,000. DA may recover
- a. \$0.
  - b. \$17,000.
  - c. \$15,000.
  - d. \$2,000.
- \_\_\_\_\_ 130. Damon contracts to repair the turf on a soccer field for Carousel Sports Park. Damon knows that without the repair, Carousel will have to cancel an upcoming game. Damon does not perform as promised. As consequential damages, Carousel can recover
- a. the cost of new turf.
  - b. the difference between Damon's price and the actual cost of repair.
  - c. the loss of profit from the canceled game.
  - d. nothing.
- \_\_\_\_\_ 131. The Securities Exchange Commission is an administrative agency. The chief purpose of such agencies is to
- a. standardize laws for the executive and judicial branches.
  - b. act as liaisons between federal and state governments.
  - c. impose uniform laws on the states.
  - d. perform specific government functions.
- \_\_\_\_\_ 132. Five Star Flooring orders carpet from Textile Mills Corporation, but Textile does not deliver. Five Star will probably be unable to enforce the agreement if the parties omitted
- a. shipping arrangements.
  - b. a quantity term.
  - c. the duration of the deal.
  - d. a payment term.
- \_\_\_\_\_ 133. GR\*Tech Company agrees to sell computer equipment to Home Office Stores, Inc., to market to its customers. Normally, their contract would *not* be enforceable unless it includes
- a. the shipping arrangements.
  - b. the price of the goods.
  - c. the quantity of the goods.
  - d. the duration of the deal.

- \_\_\_\_\_ 134. Vacation Vistas, Inc., agrees to sell certain acreage to Umiko, who intends to develop a destination resort. Vacation Vistas repudiates the deal. Umiko sues Vacation Vistas and recovers damages. She can now obtain
- a. specific performance of the deal.
  - b. nothing more.
  - c. an amount in a quasi-contractual recovery.
  - d. damages representing restitution.

**Fact Pattern 14-2A**

Moore Properties, Inc., offers in writing to sell to New Development Corporation (NDC) a certain half-acre of land for "\$112,000." After New Development signs the offer in acceptance and returns it, Moore discovers that the price should have been stated as "\$121,000."

- \_\_\_\_\_ 135. Refer to Fact Pattern 14-2A. Moore's misstatement of the price is
- a. a fraudulent misrepresentation.
  - b. unconscionable.
  - c. a bilateral mistake.
  - d. a unilateral mistake.
- \_\_\_\_\_ 136. Refer to Fact Pattern 14-2A. The effect of Moore's misstatement of the price will most likely fall on
- a. Moore and NDC, who must split the difference.
  - b. NDC only.
  - c. Moore only.
  - d. neither Moore nor NDC.
- \_\_\_\_\_ 137. Karif orally agrees to buy a unique collection of sports memorabilia for \$1,000 from Jane and sends her \$250 as a down payment. When Karif sends her the rest of the price, Jane refuses to ship the collection. Karif should seek
- a. specific performance.
  - b. rescission.
  - c. damages.
  - d. reformation.
- \_\_\_\_\_ 138. Mary promises to pay her assistant Ned \$10,000 in consideration of the services he provided over the years. Mary never pays Ned. Mary is
- a. liable only if Ned still works for Mary.
  - b. not liable, because the consideration was unintentional.
  - c. not liable, because the consideration is in the past.
  - d. liable for payment of the \$10,000.
- \_\_\_\_\_ 139. To avoid liability for intentional injuries, Northwest Power Corporation includes in its contracts an exculpatory clause. This is
- a. enforceable if the other parties consent to it.
  - b. enforceable if the other parties are protected from liability.
  - c. not enforceable.
  - d. enforceable if the other parties have equal bargaining power.

- \_\_\_\_ 140. Jill and Karl contract for the sale of Jill's horse for \$1,000. Unknown to either party, the horse has died. Karl is
- not required to pay due to the *unilateral* mistake.
  - required to pay because she assumed the risk the horse might die.
  - entitled to another horse of equivalent value.
  - not required to pay due to the *mutual* mistake.
- \_\_\_\_ 141. Cleo sells kitchen appliances to persons who come into her store, Buy n' Sell Appliances. One afternoon, Cleo sells a used display shelf to Earline. At a garage sale at her home, Cleo sells a used sofa to Flavia. Under the UCC, Cleo is a merchant of
- kitchen appliances only.
  - kitchen appliances and display shelves only.
  - kitchen appliances, display shelves, and sofas.
  - none of the choices.
- \_\_\_\_ 142. Quito contracts with Rewind Graphix, Inc., to pay \$5,000 for its work on the animated film "Song." After Rewind performs, they sign an accord, in which Quito promises to pay \$4,000 within ten days instead of \$5,000 later. But Quito does not pay. Rewind can sue Quito under
- the accord only.
  - the original obligation only.
  - neither the accord nor the original obligation.
  - the accord or the original obligation.
- \_\_\_\_ 143. Fidelio Corporation enters into a contract with Equi Insurance, Inc., to obtain health insurance for Fidelio employees. Equi breaches the contract. If Fidelio is awarded compensatory damages, the purpose would be to
- provide Fidelio with funds for a foreseeable loss beyond the contract.
  - provide Fidelio with funds for its loss of the bargain.
  - punish Equi and set an example to deter others from similar acts.
  - establish, as a matter of principle, that Equi acted wrongfully.
- \_\_\_\_ 144. Ulrich, a citizen of Virginia, wants to enforce in the state of Washington certain rights that he has under a contract with Xtreme SnoBoards Inc. A Washington state court is most likely to enforce such rights under
- the full faith and credit clause.
  - the commerce clause.
  - the privileges and immunities clause.
  - no provision in the U.S. Constitution.
- \_\_\_\_ 145. Crafted Countertops, Inc., and Kitchen Design Corporation enter into a contract that does not specify the payment terms. Payment may be made in
- cash only.
  - any commercially normal or acceptable means.
  - cash or check only.
  - any commercially normal or acceptable means except credit card.
- \_\_\_\_ 146. The case of *Max v. National Credit Co.* is heard in a trial court. The case of *O! Boy! Ice Cream Co. v. Pickled Peppers, Inc.*, is heard in an appellate court. The difference between a trial and an appellate court is whether
- a trial is being held.
  - the court is appealing.
  - the subject matter of the case involves complex facts.
  - the parties question how the law applies to their dispute.

- \_\_\_\_ 147. An anonymous person posts online a defamatory message about Dewitt. Not knowing the poster's identity, Dewitt files a suit against "John Doe." Using the authority of the court, Dewitt can obtain from the poster's Internet service provider
- the identity of the poster.
  - an apology.
  - damages.
  - none of the choices.
- \_\_\_\_ 148. Cameron manages an illegal gambling operation in his BBQ Bar & Grill. Cameron reports the profits of the gambling operation as income from BBQ's legitimate activities on its tax returns. This is
- money laundering.
  - no crime.
  - embezzlement.
  - larceny.
- \_\_\_\_ 149. Jackie signs a contract to buy a car just before reaching the age of majority. After reaching the age of majority, Jackie does not take possession or make payments. Most courts would hold, with respect to the contract, that this is
- emancipation.
  - rescission.
  - disaffirmance.
  - ratification.

**Fact Pattern 19-1B**

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

- \_\_\_\_ 150. Refer to Fact Pattern 19-1B. Fruits & Vegetables files a suit against Grover's, claiming that the buyer assumed the risk of the spoilage of the unsold produce. The court may allow evidence of this term if it finds that the parties' contract is
- fully integrated.
  - not supported by consideration.
  - a complete and final statement of their agreement.
  - not fully integrated.

**Fact Pattern 12-2A**

Cut-Rate Construction Company (CCC) begins building a restaurant for Diners Restaurants, Inc., but after two months demands an extra \$100,000. Diners agrees to pay.

- \_\_\_\_ 151. Refer to Fact Pattern 12-2A. If CCC offers, as a reason for the extra \$100,000, that ordinary business expenses have increased, the agreement is
- unenforceable as an illusory promise.
  - enforceable as an accord and satisfaction.
  - unenforceable due to the preexisting duty rule.
  - enforceable because of unforeseen difficulties.

- \_\_\_\_ 152. Bilt-Well Construction Corporation makes a side payment to a government official in Nigeria to obtain a contract. In the United States, this is
- a. illegal and unethical.
  - b. illegal but not unethical.
  - c. legal and ethical.
  - d. unethical but not illegal.
- \_\_\_\_ 153. Kay carelessly bumps into Lyle, knocking him to the ground. Kay has committed the tort of negligence
- a. under no circumstances.
  - b. only if Lyle is injured.
  - c. only if Lyle is not injured.
  - d. under any circumstances.
- \_\_\_\_ 154. Business Properties, Inc. (BPI), offers to sell a warehouse to Corporate Investments. Corporate says that it will pay BPI \$100 to hold the offer open for three business days. This
- a. voids BPI's offer by extending the time term.
  - b. creates an illegal contract by adding a clause to BPI's offer.
  - c. negates BPI's offer by changing the price term.
  - d. makes the offer irrevocable for three days if BPI accepts.

## Bus 241 - Winter 2013 -- - Final Exam Answer Section

### TRUE/FALSE

- |   |        |             |                                     |
|---|--------|-------------|-------------------------------------|
| 1. ANS: F                                     | PTS: 1 | REF: p. 256 | NAT: AACSB Reflective   AICPA Legal |
| KEY: Test Bank A                              | TYP: = |             |                                     |
| 2. ANS: F                                     | PTS: 1 | REF: p. 334 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                              | TYP: = |             |                                     |
| 3. ANS: T                                     | PTS: 1 | REF: p. 233 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                              | TYP: N |             |                                     |
| 4. ANS: F                                     | PTS: 1 | REF: p. 340 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                              | TYP: = |             |                                     |
| 5. ANS: T                                     | PTS: 1 | REF: p. 225 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank B                              | TYP: N |             |                                     |
| 6. ANS: T                                     | PTS: 1 | REF: p. 38  |                                     |
| NAT: AACSB Analytic   AICPA Critical Thinking |        |             | KEY: Test Bank A                    |
| TYP: N  |        |             |                                     |
| 7. ANS: T                                     | PTS: 1 | REF: p. 178 | NAT: AACSB Reflective   AICPA Legal |
| KEY: Test Bank A                              | TYP: N |             |                                     |
| 8. ANS: F                                     | PTS: 1 | REF: p. 274 | NAT: AACSB Reflective   AICPA Legal |
| KEY: Test Bank A                              | TYP: = |             |                                     |
| 9. ANS: F                                     | PTS: 1 | REF: p. 76  | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                              | TYP: = |             |                                     |
| 10. ANS: T                                    | PTS: 1 | REF: p. 232 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                              | TYP: N |             |                                     |
| 11. ANS: T                                    | PTS: 1 | REF: p. 179 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                              | TYP: N |             |                                     |
| 12. ANS: T                                    | PTS: 1 | REF: p. 224 | NAT: AACSB Reflective   AICPA Legal |
| KEY: Test Bank B                              | TYP: = |             |                                     |
| 13. ANS: F                                    | PTS: 1 | REF: p. 99  |                                     |
| NAT: AACSB Ethics   AICPA Critical Thinking   |        |             | KEY: Test Bank A                    |
| TYP: N  |        |             |                                     |
| 14. ANS: T                                    | PTS: 1 | REF: p. 320 |                                     |
| NAT: AACSB Analytic   AICPA Critical Thinking |        |             | KEY: Test Bank A                    |
| TYP: N  |        |             |                                     |
| 15. ANS: T                                    | PTS: 1 | REF: p. 237 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                              | TYP: N |             |                                     |
| 16. ANS: T                                    | PTS: 1 | REF: p. 207 |                                     |
| NAT: AACSB Analytic   AICPA Critical Thinking |        |             | KEY: Test Bank A                    |
| TYP: N  |        |             |                                     |
| 17. ANS: F                                    | PTS: 1 | REF: p. 290 | NAT: AACSB Analytic   AICPA Legal   |
| KEY: Test Bank A                              | TYP: = |             |                                     |
| 18. ANS: F                                    | PTS: 1 | REF: p. 224 | NAT: AACSB Reflective   AICPA Legal |
| KEY: Test Bank B                              | TYP: N |             |                                     |
| 19. ANS: T                                    | PTS: 1 | REF: p. 227 | NAT: AACSB Reflective   AICPA Legal |
| KEY: Test Bank B                              | TYP: = |             |                                     |

20.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 343	NAT: AACSB Reflective   AICPA Legal
21.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 231	NAT: AACSB Analytic   AICPA Legal
22.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 277	NAT: AACSB Reflective   AICPA Legal
23.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 370	NAT: AACSB Analytic   AICPA Legal
24.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 258	NAT: AACSB Analytic   AICPA Legal
25.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 263	NAT: AACSB Reflective   AICPA Legal
26.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 292	NAT: AACSB Reflective   AICPA Legal
27.	ANS: T KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 238	NAT: AACSB Technology   AICPA Legal
28.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 282	NAT: AACSB Analytic   AICPA Legal
29.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 147	NAT: AACSB Analytic   AICPA Legal
30.	ANS: F NAT: AACSB Reflective   AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 162	KEY: Test Bank A
31.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 250	NAT: AACSB Analytic   AICPA Legal
32.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 168	NAT: AACSB Analytic   AICPA Legal
33.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 277	NAT: AACSB Analytic   AICPA Legal
34.	ANS: T KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 236	NAT: AACSB Technology   AICPA Legal
35.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 210	NAT: AACSB Analytic   AICPA Legal
36.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 88	NAT: AACSB Analytic   AICPA Legal
37.	ANS: F NAT: AACSB Analytic   AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 75	KEY: Test Bank A
38.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 246	NAT: AACSB Analytic   AICPA Legal
39.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 278	NAT: AACSB Reflective   AICPA Legal
40.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 178	NAT: AACSB Reflective   AICPA Legal
41.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 128	NAT: AACSB Analytic   AICPA Legal
42.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 34	NAT: AACSB Analytic   AICPA Legal



43.	ANS: F	PTS: 1	REF: p. 278	NAT: AACSB Reflective   AICPA Legal
	KEY: Test Bank A	TYP: =		
44.	ANS: F	PTS: 1	REF: p. 35	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
45.	ANS: F	PTS: 1	REF: p. 57	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
46.	ANS: T	PTS: 1	REF: p. 263	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
47.	ANS: F	PTS: 1	REF: p. 180	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
48.	ANS: T	PTS: 1	REF: p. 7	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
49.	ANS: F	PTS: 1	REF: p. 222	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
50.	ANS: F	PTS: 1	REF: p. 39	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
51.	ANS: T	PTS: 1	REF: p. 334	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
52.	ANS: T	PTS: 1	REF: p. 222	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
53.	ANS: F	PTS: 1	REF: p. 117	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
54.	ANS: F	PTS: 1	REF: p. 146	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
55.	ANS: T	PTS: 1	REF: p. 277	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
56.	ANS: T	PTS: 1	REF: p. 291	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
57.	ANS: F	PTS: 1	REF: p. 277	NAT: AACSB Reflective   AICPA Legal
	KEY: Test Bank A	TYP: =		
58.	ANS: F	PTS: 1	REF: p. 214	NAT: AACSB Reflective   AICPA Legal
	KEY: Test Bank A	TYP: =		
59.	ANS: T	PTS: 1	REF: p. 260	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
60.	ANS: T	PTS: 1	REF: p. 122	NAT: AACSB Reflective   AICPA Legal
	KEY: Test Bank A	TYP: +		
61.	ANS: F	PTS: 1	REF: p. 256	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
62.	ANS: F	PTS: 1	REF: p. 290	NAT: AACSB Reflective   AICPA Legal
	KEY: Test Bank A	TYP: =		
63.	ANS: T	PTS: 1	REF: p. 245	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		
64.	ANS: F	PTS: 1	REF: p. 335	NAT: AACSB Reflective   AICPA Legal
	KEY: Test Bank A	TYP: +		
65.	ANS: F	PTS: 1	REF: p. 291	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: =		
66.	ANS: T	PTS: 1	REF: p. 39	NAT: AACSB Analytic   AICPA Legal
	KEY: Test Bank A	TYP: N		

67. ANS: F PTS: 1 REF: p. 154 NAT: AACSB Reflective | AICPA Legal  
KEY: Test Bank A TYP: =
68. ANS: T PTS: 1 REF: p. 28 NAT: AACSB Analytic | AICPA Legal  
KEY: Test Bank A TYP: =
69. ANS: F PTS: 1 REF: p. 94  
NAT: AACSB Ethics | AICPA Critical Thinking  
TYP: =  
KEY: Test Bank A
70. ANS: F PTS: 1 REF: p. 246 NAT: AACSB Analytic | AICPA Legal  
KEY: Test Bank A TYP: N
71. ANS: F PTS: 1 REF: p. 137 NAT: AACSB Analytic | AICPA Legal  
KEY: Test Bank A TYP: =
72. ANS: T PTS: 1 REF: p. 281 NAT: AACSB Analytic | AICPA Legal  
KEY: Test Bank A TYP: N

**MULTIPLE CHOICE**

73. ANS: A PTS: 1 REF: p. 80  
NAT: AACSB Reflective | AICPA Critical Thinking  
TYP: =  
KEY: Test Bank A
74. ANS: A PTS: 1 REF: p. 53  
NAT: AACSB Communication | AICPA Critical Thinking  
TYP: =  
KEY: Test Bank A
75. ANS: C PTS: 1 REF: p. 257  
NAT: AACSB Communication | AICPA Legal  
TYP: N  
KEY: Test Bank A
76. ANS: B PTS: 1 REF: p. 356 NAT: AACSB Reflective | AICPA Legal  
KEY: Test Bank A TYP: =
77. ANS: C PTS: 1 REF: p. 293 NAT: AACSB Reflective | AICPA Legal  
KEY: Test Bank A TYP: +
78. ANS: A PTS: 1 REF: p. 278 NAT: AACSB Reflective | AICPA Legal  
KEY: Test Bank A TYP: =
79. ANS: D PTS: 1 REF: p. 89  
NAT: AACSB Reflective | AICPA Risk Analysis  
TYP: N  
KEY: Test Bank A
80. ANS: B PTS: 1 REF: p. 227 NAT: AACSB Reflective | AICPA Legal  
KEY: Test Bank A TYP: =
81. ANS: A PTS: 1 REF: p. 259 NAT: AACSB Reflective | AICPA Legal  
KEY: Test Bank A TYP: =
82. ANS: C PTS: 1 REF: p. 7 NAT: AACSB Reflective | AICPA Legal  
KEY: Test Bank A TYP: N
83. ANS: C PTS: 1 REF: p. 277 NAT: AACSB Reflective | AICPA Legal  
KEY: Test Bank A TYP: =
84. ANS: B PTS: 1 REF: p. 196 NAT: AACSB Reflective | AICPA Legal  
KEY: Test Bank A TYP: N
85. ANS: B PTS: 1 REF: p. 372 NAT: AACSB Reflective | AICPA Legal  
KEY: Test Bank B TYP: +
86. ANS: C PTS: 1 REF: p. 139 NAT: AACSB Reflective | AICPA Legal  
KEY: Test Bank A TYP: =

87.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 233	NAT: AACSB Reflective   AICPA Legal
88.	ANS: D KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 368	NAT: AACSB Reflective   AICPA Legal
89.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 235	NAT: AACSB Reflective   AICPA Legal
90.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 56	NAT: AACSB Reflective   AICPA Legal
91.	ANS: C NAT: AACSB Reflective   AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 34	KEY: Test Bank A
92.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 45	NAT: AACSB Reflective   AICPA Legal
93.	ANS: B NAT: AACSB Reflective   AICPA Critical Thinking TYP: +	PTS: 1	REF: p. 101	KEY: Test Bank A
94.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective   AICPA Legal
95.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 361	NAT: AACSB Reflective   AICPA Legal
96.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 338	NAT: AACSB Reflective   AICPA Legal
97.	ANS: D KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective   AICPA Legal
98.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 207	NAT: AACSB Analytic   AICPA Legal
99.	ANS: B KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 258	NAT: AACSB Reflective   AICPA Legal
100.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 38	NAT: AACSB Reflective   AICPA Legal
101.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 168	NAT: AACSB Reflective   AICPA Legal
102.	ANS: A KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 235	NAT: AACSB Reflective   AICPA Legal
103.	ANS: B KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 300	NAT: AACSB Reflective   AICPA Legal
104.	ANS: D NAT: AACSB Reflective   AICPA Decision Modeling TYP: =	PTS: 1	REF: p. 35	KEY: Test Bank A
105.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 7	NAT: AACSB Reflective   AICPA Legal
106.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 33	NAT: AACSB Reflective   AICPA Legal
107.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 146	NAT: AACSB Reflective   AICPA Legal
108.	ANS: B KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 270	NAT: AACSB Reflective   AICPA Legal

109.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 161	NAT: AACSB Reflective   AICPA Legal
110.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 295	NAT: AACSB Reflective   AICPA Legal
111.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective   AICPA Legal
112.	ANS: B NAT: AACSB Reflective   AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 42	KEY: Test Bank A
113.	ANS: C NAT: AACSB Reflective   AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 41	KEY: Test Bank A
114.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 248	NAT: AACSB Reflective   AICPA Legal
115.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 178	NAT: AACSB Reflective   AICPA Legal
116.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 139	NAT: AACSB Reflective   AICPA Legal
117.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 126	NAT: AACSB Reflective   AICPA Legal
118.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 257	NAT: AACSB Reflective   AICPA Legal
119.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 372	NAT: AACSB Reflective   AICPA Legal
120.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 372	NAT: AACSB Reflective   AICPA Legal
121.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 337	NAT: AACSB Reflective   AICPA Legal
122.	ANS: D NAT: AACSB Reflective   AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 33	KEY: Test Bank A
123.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 170	NAT: AACSB Reflective   AICPA Legal
124.	ANS: B KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 266	NAT: AACSB Reflective   AICPA Legal
125.	ANS: B KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 163	NAT: AACSB Reflective   AICPA Legal
126.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 164	NAT: AACSB Reflective   AICPA Legal
127.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 296	NAT: AACSB Reflective   AICPA Legal
128.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 292	NAT: AACSB Reflective   AICPA Legal
129.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective   AICPA Legal
130.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 336	NAT: AACSB Reflective   AICPA Legal

131.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 5	NAT: AACSB Reflective   AICPA Legal
132.	ANS: B KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective   AICPA Legal
133.	ANS: C KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective   AICPA Legal
134.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 343	NAT: AACSB Reflective   AICPA Legal
135.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 276	NAT: AACSB Reflective   AICPA Legal
136.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 276	NAT: AACSB Reflective   AICPA Legal
137.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Reflective   AICPA Legal
138.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 246	NAT: AACSB Reflective   AICPA Legal
139.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 345	NAT: AACSB Reflective   AICPA Legal
140.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective   AICPA Legal
141.	ANS: A KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 361	NAT: AACSB Reflective   AICPA Legal
142.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 326	NAT: AACSB Reflective   AICPA Legal
143.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Reflective   AICPA Legal
144.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 75	NAT: AACSB Reflective   AICPA Legal
145.	ANS: B KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective   AICPA Legal
146.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 32	NAT: AACSB Reflective   AICPA Legal
147.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 129	NAT: AACSB Reflective   AICPA Legal
148.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 184	NAT: AACSB Reflective   AICPA Legal
149.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 257	NAT: AACSB Reflective   AICPA Legal
150.	ANS: D KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 370	NAT: AACSB Reflective   AICPA Legal
151.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 245	NAT: AACSB Reflective   AICPA Legal
152.	ANS: A NAT: AACSB Reflective   AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 107	KEY: Test Bank A
153.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 141	NAT: AACSB Reflective   AICPA Legal

154. ANS: D PTS: 1 REF: p. 230 NAT: AACSB Reflective | AICPA Legal  
KEY: Test Bank B TYP: =

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

<u>  A  </u> 81.	<u>  D  </u> 88.	<u>  B  </u> 95.	<u>  A  </u> 102.	<u>  B  </u> 108.
<u>  C  </u> 82.	<u>  D  </u> 89.	<u>  A  </u> 96.		<u>  A  </u> 109.
<u>  C  </u> 83.			<u>  B  </u> 103.	
	<u>  D  </u> 90.	<u>  D  </u> 97.		<u>  A  </u> 110.
<u>  B  </u> 84.	<u>  C  </u> 91.		<u>  D  </u> 104.	
		<u>  B  </u> 98.		<u>  D  </u> 111.
<u>  B  </u> 85.			<u>  D  </u> 105.	
	<u>  A  </u> 92.	<u>  B  </u> 99.		
<u>  C  </u> 86.			<u>  C  </u> 106.	<u>  B  </u> 112.
	<u>  B  </u> 93.	<u>  A  </u> 100.		
<u>  D  </u> 87.			<u>  D  </u> 107.	<u>  C  </u> 113.
	<u>  C  </u> 94.	<u>  A  </u> 101.		



<u>  A  </u> 114.	<u>  C  </u> 120.	<u>  A  </u> 127.	<u>  B  </u> 134.	<u>  D  </u> 140.
<u>  A  </u> 115.	<u>  C  </u> 121.	<u>  B  </u> 128.		<u>  A  </u> 141.
<u>  A  </u> 116.	<u>  D  </u> 122.		<u>  D  </u> 135.	
		<u>  D  </u> 129.		<u>  D  </u> 142.
			<u>  C  </u> 136.	
<u>  B  </u> 117.	<u>  C  </u> 123.	<u>  C  </u> 130.		<u>  B  </u> 143.
			<u>  A  </u> 137.	
<u>  C  </u> 118.				
	<u>  B  </u> 124.	<u>  D  </u> 131.		<u>  A  </u> 144.
			<u>  C  </u> 138.	
	<u>  B  </u> 125.	<u>  B  </u> 132.		<u>  B  </u> 145.
<u>  B  </u> 119.			<u>  C  </u> 139.	
	<u>  A  </u> 126.	<u>  C  </u> 133.		<u>  A  </u> 146.

A   147.

  A   152.

  A   148.

  B   153.

  C   149.

  D   154.

  D   150.

  C   151.

# **Bus 241 - Winter 2013 -- - Final Exam [Version Map]**

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

	A	B	C
TF	52	5	6
TF	53	38	9
TF	54	29	3
TF	55	35	59
TF	56	69	71
TF	57	53	4
TF	58	71	14
TF	59	7	13
TF	60	3	44
TF	61	19	7
TF	62	22	51
TF	63	6	23
TF	64	33	27
TF	65	41	38
TF	66	1	52
TF	67	50	48
TF	68	58	25
TF	69	31	63
TF	70	15	69
TF	71	65	58
TF	72	17	70
MC	73	133	100
MC	74	74	118
MC	75	151	97
MC	76	142	89
MC	77	137	127
MC	78	134	120
MC	79	135	119
MC	80	108	109
MC	81	95	116
MC	82	102	132
MC	83	91	113
MC	84	92	112
MC	85	98	99
MC	86	77	136
MC	87	76	135
MC	88	131	150
MC	89	84	111
MC	90	82	110
MC	91	115	86
MC	92	106	75
MC	93	144	81
MC	94	117	95
MC	95	83	122
MC	96	120	151
MC	97	100	87
MC	98	99	124
MC	99	127	137
MC	100	81	79
MC	101	145	153
MC	102	121	84

	A	B	C
MC	103	153	96
MC	104	105	152
MC	105	88	98
MC	106	136	128
MC	107	80	148
MC	108	150	147
MC	109	79	102
MC	110	78	103
MC	111	112	104
MC	112	93	138
MC	113	116	93
MC	114	125	117
MC	115	87	107
MC	116	152	134
MC	117	141	115
MC	118	143	154
MC	119	118	90
MC	120	139	78
MC	121	129	129
MC	122	75	105
MC	123	130	123
MC	124	101	74
MC	125	73	76
MC	126	128	125
MC	127	123	88
MC	128	103	80
MC	129	96	143
MC	130	124	131
MC	131	114	73
MC	132	89	139
MC	133	126	130
MC	134	97	94
MC	135	132	82
MC	136	90	144
MC	137	119	126
MC	138	113	101
MC	139	104	114
MC	140	111	77
MC	141	149	83
MC	142	109	145
MC	143	147	140
MC	144	94	142
MC	145	110	85
MC	146	146	92
MC	147	86	121
MC	148	148	91
MC	149	85	146
MC	150	140	141
MC	151	107	133
MC	152	154	106
MC	153	138	149

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	<b>A</b>	<b>B</b>	<b>C</b>
MC	154	122	108