
print name on the line above as your signature

INSTRUCTIONS:

1. NOTICE (RECALL SYLLABUS REVISION):

[1A] Exam #4 Instruction #1: Only need 770 total course points to earn the right to elect to take the Optional Comprehensive Final Exam and replace two lowest earned grades.

[1B] Results email following Exam #4: Students with fewer total course points than 700 and more than 599 may elect to take the Optional Comprehensive Final Exam and either earn a course letter grade of "C" with an exam score of 83% or more, or earn a course letter grade of "F" with an exam score of 82% or less.

2. This Optional Comprehensive Final Exam must be completed within the allocated time (i.e., *between 10:30 AM and 12:30 PM*). It is a **closed book** and open mind exam.
3. **Recall the material difference between i.e. (that is) versus e.g. (for example).**
4. When you finish your exam, collect all of your personal items before approaching the professor since you must promptly exit the exam room upon finishing. As students finish their exams they will receive an answer key in exchange for their completed blue bubble answer sheets. ***For you to learn your individual exam grade you must use your marked up copy of your exam, so be sure to mark your answers on your copy of the exam.***
5. This Optional Comprehensive Final Exam has an idiosyncratic worth unique to each student's context. This objective exam has 102 questions graded as if there are 100. Each correct answer on this Optional Comprehensive Final Exam is worth 1% of that student's idiosyncratic worth. Based upon the instructor's statistical analysis of all students' answers, the instructor unilaterally may alter the grading of specific exam questions. Any student may appeal the grading of any other exam questions. However, only if a student successfully appeals the ambiguity of AT LEAST **THREE** questions on this exam does that student objectively demonstrate non-harmless error due to any ambiguities. Also, a successful appeal only will change *that* student's exam grade and only will do so by the number of successful appeals in excess of **TWO** successful appeals. *Appeals only affect the exam grades of those students that appeal.*
6. **All appeals** of this exam's questions must be:
 - [6A]** typed;
 - [6B]** signed by the student in three ways, typed name, handwritten signature, and typed university identification number;
 - [6C]** immediately following the signature, list in sequence, *solely by number*, each of the questions being appealed;
 - [6D]** after the [6C] list, argue each question, one at a time;
 - [6E]** at the beginning of each question's [6D] appeal, identify two or more reasonable meanings that the question could have had;
 - [6F]** argue why one or more of the [6E] identified reasonable meanings is as appropriate or is more appropriate than the meaning used for the answer key answer; and
 - [6G]** personally handed to the instructor or to the instructor's suite secretary in MH 228 no later than 11:30 AM, Wednesday, December 8, time is of the essence.

NOTES:

- A.** Recall the material difference between **i.e.** (that is) versus **e.g.** (for example).
- B.** Use bubble **A** for **TRUE** and use bubble **B** for **FALSE**.
- C.** If a question contains a number (e.g., Amendment IX), then the truth or falsity of that question never depends upon that number.
This is not a test of trivia recall.
It is an objective demonstration of your subjective knowledge.
- D.** For clarity in distinguishing a "principal" from a principal as well as distinguishing from an "agent" from an agent, quote marks will be used for the generic words "principal" and "agent" and no quote marks will be used for the specific words principal and agent. That is, "principal" **and** "agent" refer to all three relationships (*i.e., principal **and** agent; **and** principal **and** independent contractor; **and** employER **and** employEE*).
- E.** For clarity in distinguishing enforceable from **unenforceable** transactions, the word contract is **not** in quotes for an enforceable contract (e.g., a voidable contract), whereas the word "contract" is in quotes for a transaction that is **not** an enforceable contract (e.g., a void "contract").

This exam's first 100 questions are the most missed questions that were asked on Exams #1, #2, #3, and #4. As those questions appear here they might or might not have been changed from their original appearance.

QUESTIONS FROM EXAM #1:

- 1. T F** What is legal necessarily is ethical. (1:1)
- 2. T F** You can have a legal question only if you can act. (1:3)
- 3. T F** Receipt of notice an objective express knowledge. (1:8)
- 4. T F** If the precedence is authoritative **and** persuasive, then the precedence is binding. (1:19)

5. **T F** A court has geographic jurisdiction over a party if that party has purposefully availed itself of that court's jurisdiction. (1:20)
6. **T F** A jurisdiction that uses common law does **not** have any civil law. (1:21)
7. **T F** Government may "take" any **and** all private property if government takes that private property
[i] with due process of law;
[ii] for a public use; **and**
[iii] pays just compensation. (1:23)
8. **T F** The plaintiff must have standing to sue (*i.e., injury in fact and be within the zone of protected interests*). (1:25)
9. **T F** The Commerce Clause grants the federal government power to regulate commerce with the foreign nations, among the several States, **and** with the Indian Tribes. (1:35)
10. **T F** The federal government has all powers of any government **unless** expressly taken away in the USA *Constitution*. (1:47)
11. **T F** Preemption is **not** favored, **but** shall be allowed if Congress' intent is clear **and** there is a need for uniformity. (1:52)
12. **T F** Generally, defamation is **un**protected speech. (1:58)
13. **T F** The Fourth Amendment requires the USA federal government to provide probable cause to the judiciary as a condition subsequent to obtaining a warrant for all searches **and** for all seizures. (1:59)
14. **T F** The Fifth Amendment imposes many express limitations on some governmental actions including requiring the USA federal governments to use a Grand Jury to indict a defendant for a felony. (1:61)

- 15. T F** Comparative negligence is an offset to suit **and** it is coupled with proximate cause. (1:82)
- 16. T F** Contributory negligence is an offset at suit **and** it is coupled with proximate cause. (1:83)
- 17. T F** Common law fraud exists if the defendant
- [i] knowingly
 - [ii] **mis**represents a material fact thereby
 - [iii] inducing the plaintiff's justifiable reliance **and**
 - [iv] proximately causing
 - [v] the plaintiff's damages. (1:84)

QUESTIONS FROM EXAM #2:

- 18. T F** If knowledge is objective express knowledge, then that knowledge is actual knowledge. (2:4)
- 19. T F** If the precedence is binding, then the precedence is persuasive. (2:7)
- 20. T F** Both the plaintiff **and** the defendant must have standing to sue. (2:11)
- 21. T F** All four forms of good faith use an identical subjective good faith. (2:12)
- 22. T F** The trial court will grant the moving party's Motion for a Summary Judgment if there are **no** material questions of fact **and** the moving party wins as a matter of law. (2:13)
- 23. T F** The specific controls the general. (2:14)

- 24. T F** USA federal preemption of USA State's laws violates Amendment X's reservation of powers to the People **and** the States. (2:17)
- 25. T F** The Fifth Amendment imposes many express limitations on USA governmental action including double jeopardy that bars a USA State from criminally indicting a defendant after a federal jury acquits that defendant. (2:18)
- 26. T F** Common law fraud exists if the defendant
[i] knowingly **and**
[ii] intentionally
[iii] **mis**represents a material value thereby
[iv] inducing the plaintiff's justifiable reliance **and**
[v] proximately causing
[vi] the plaintiff's damages. (2:23)
- 27. T F** Subjective bad thought **never** is required for a crime. (2:24)
- 28. T F** A *quasi* "contract" is an equitable remedy: **not** a legal remedy. (2:28)
- 29. T F** Silence can be acceptance. (2:35)
- 30. T F** New consideration in the form of a good faith dispute is required to for an accord **and** satisfaction. (2:39)
- 31. T F** Mutual rescission is an example of freedom **of** contract. Unilateral rescission is an example of freedom **from** contract. (2:41)
- 32. T F** All ambiguities in an adhesion contract always are interpreted against the insuER. (2:44)
- 33. T F** If damages are liquidated damages, then those damages are a liquidated debt; **but** *visa versa* is **not** true. (2:46)
- 34. T F** An exculpatory clause often is an **unenforceable unconscionable** term when within an adhesion contract between a merchant **and** a consumer. (2:59)

- 35. T F** If both parties make the same material mistake of fact, then the parties' "contract" is **unenforceable** due to mutual mistake. (2:61)
- 36. T F** If the **non**-mistaking party objectively knows of a material mistake of fact being made by the mistaking party, then the parties' "contract" is **unenforceable** due to unilateral mistake. (2:62)
- 37. T F** The parole evidence rule enforces a requirement that a contract be in writing by prohibiting the introduction into evidence of all oral testimony that seeks to contradict **or** to vary the written terms of the parties' contract. (2:67)
- 38. T F** Contracts covered by the Statute of Frauds only must bear one signature: that of the party to be sued. (2:72)
- 39. T F** An incorporation by reference clause is used by the parties to bring other documents within the four corners of their contract; whereas a merger clause (*a.k.a., integration clause*) expressly excludes everything **not** a part of the parties' express agreement. (2:78)
- 40. T F** Except for construction contracts, breach of an express condition always is a material breach. (2:89)
- 41. T F** The recipient of an anticipatory breach who elects to treat that notice as an immediate breach takes on the duty to mitigate damages. (2:93)

QUESTIONS FROM EXAM #3:

- 42. T F** You can have a legal duty to act even if you can **not** act. (3:1)

- 43. T F** If knowledge is objective express knowledge, then that knowledge might be receipt of notice knowledge. (3:3)
- 44. T F** If the precedence is both authoritative **and** persuasive, then the precedence is **not** necessarily binding. (3:6)
- 45. T F** Government may "take" any **and** all private property if government takes that private property using due process of law, for a public use, **and** by paying just compensation. If the regulation is a lawful regulation, then the regulation might **or** might **not** be a "taking". (3:8)
- 46. T F** The plaintiff must have standing to sue. (3:9)
- 47. T F** The trial court will grant the moving party's Motion to Dismiss the **non**-moving party's cause of action if assuming as true all allegations by the **non**-moving party **as well as** assuming as true all reasonable inferences of those allegations there are **no** material questions of fact **and** the moving party wins as a matter of law. (3:11)
- 48. T F** Transportation is the core of the Commerce Clause manufacturing is the emanation of Commerce Clause, **and** retail is the penumbra of the Commerce Clause. (3:14)
- 49. T F** Contributory negligence is a bar to suit **and** contributory negligence is coupled with actual cause. (3:19)
- 50. T F** Common law fraud exists if the defendant
- [i] intentionally
 - [ii] **misrepresents** a fact
- thereby
- [iii] inducing the plaintiff's justifiable reliance **and**
 - [iv] causing
 - [v] the plaintiff's damages. (3:20)

- 51. T F** Subjective bad thought (*i.e., scienter*) is required for some crimes; **but**, typically is **not** required for a crime. (3:21)
- 52. T F** It is **unlawful** for silence to be acceptance. (3:22)
- 53. T F** Unilateral rescission is an example of freedom **of** contract. Mutual rescission is an example of freedom **from** contract. (3:23)
- 54. T F** All ambiguities in an adhesion contract always are interpreted against the drafter. (3:24)
- 55. T F** If the **non**-mistaking party subjectively knows of a material mistake of fact being made by the mistaking party, then the parties' "contract" is **unenforceable** due to unilateral mistake. (3:27)
- 56. T F** Both common law contracts covered by the Statute of Frauds **and** UCC contracts covered by the Statute of Frauds must bear the signatures of all parties who are being sued on the contract. (3:29)
- 57. T F** The Uniform Commercial Code (UCC) keeps many rules of the common law of contracts (*e.g., under both need capacity*) **and** changes many rules of the common law of contracts (*e.g., under the UCC do **not** need consideration*) because the UCC imposes on the parties an obligation of good faith. (3:31)
- 58. T F** All natural persons who buy goods are UCC consumers. (3:38)
- 59. T F** The UCC is the parties' default written contract for the sale of goods. **But**, the parties may expressly disclaim most terms of the UCC. (3:40)
- 60. T F** A UCC merchant buyer's acceptance of a UCC merchant seller's offer may include additional terms as long as those additional terms do **not** materially alter the offer. (3:46)

- 61. T F** Both the common law of contracts **and** the UCC allow contract modifications.
Unlike the common law of contracts which requires consideration for all modifications, the UCC allows all modifications if made in good faith. (3:47)
- 62. T F** Goods are identified when the goods are designated by the seller. (3:53)
- 63. T F** Transportation contracts can be either a shipment contract **or** a destination contract. (3:60)
- 64. T F** Under both the common law **and** the UCC, ordinarily, a person only can transfer as good a title as that person has
Under both the common law **and** the UCC, ordinarily, the true owner recovers against a good faith purchaser. (3:61)
- 65. T F** The UCC entrustment rule provides that
if
the true owner entrusts goods to a merchant who deals in goods of that kind
and if
a buyer in the ordinary course of business buys for value, in good faith, **and** without notice,
then
that buyer obtains good title. (3:63)
- 66. T F** The **non**-breaching UCC party's duty to mitigate damages includes
the right to cover. (3:77)
- 67. T F** **Unless** disclaimed,
all merchants impliedly warrant that the goods they sell are fit for the ordinary purpose. (3:81)
- 68. T F** Under the common law **as well as** under the UCC
priority
of enforcement of multiple warranties,
if
there is a conflict between the multiple warranties is first to enforce all of the express warranties **and** then second to enforce all of the implied warranties. (3:84)
- 69. T F** The *Restatement of Laws, Torts*, section 402 A does **not** requires privity. (3:93)

70. T F Section 402 A requires a defendant make a profit selling a defective product to a buyer that cause the buyer serious physical harm. (3:94)

71. T F The U.N. Convention on Contracts for the International Sale of Goods (CISG) requires the parties to specify quantity. (3:97)

72. T F CISG eliminates the Mail Box Rule. (3:100)

QUESTIONS FROM EXAM #4:

73. T F You can **not** have an ethical duty to do an action **unless** you physically can complete that action. (3:1) (4:1)

74. T F The defendant must have standing to sue. (3:9) (4:5)

75. T F A crime requires the defendant have committed a bad act with a bad thought. The required bad thought might be scienter. (3:21) (4:6)

76. T F Unilateral rescission is an example of freedom **of** contract. Mutual rescission is an example of freedom **from** contract. (3:23) (4:7)

77. T F A unilateral mistake exists when the **non**-mistaking party objectively knows the mistaking party is making a mistake of fact. (3:27) (4:9)

78. T F The Uniform Commercial Code (UCC) keeps many rules of the common law of contracts **and** changes many rules of the common law of contracts because the UCC imposes on the parties an obligation of good faith. (3:31) (4:10)

79. T F All legal persons who buy goods for personal **or** household uses are UCC consumers. (3:38) (4:11)

80. T F Both the common law of contracts **and** the UCC allow contract modification. The common law of contracts requires consideration. (3:47) (4:12)

- 81. T F Unless** agreed to by the merchant seller, during a shipment contract the merchant buyer has ___the___ risk of loss. (3:60) (4:14)
- 82. T F** The common law ordinarily requires a person to transfer good title. That is, if a seller has a void title, then buyer only gets a void title. However, the UCC under special circumstances allows a merchant seller to transfer good title when the merchant seller has **no** right to make that sale. (3:61) (4:15)
- 83. T F** The UCC entrustment rule provides that any buyer is obligated to hold the goods of any seller in good faith until the buyer both has completed the buyer's inspection **and** the buyer has paid the seller (*i.e., title passes from seller to buyer*). (3:63) (4:16)
- 84. T F** All UCC buyers always receive from all merchants an implied warranty of merchantability. (3:81) (4:17)
- 85. T F** The *Restatement of the Law of Torts, Second* contains Section 402 A. Section 402 A applies to all sellers of **unreasonably** defective products which are the proximate cause of a buyer's serious physical injury. (3:94) (4:18)
- 86. T F** Both implied in the USA Constitution, **and** express in all USA State Constitutions, **as well as** via USA State tort law an individual has privacy rights against encroachment by other individuals. (4:33)
- 87. T F** Because of the Individual's right to privacy versus governmental action, generically, governments in the USA:
 [i] may **not** collect information about individuals;
 [ii] must allow the individual to view any collected information (*e.g., FOIA*); **and**
 [iii] must accept receipt from the individual suggested corrections of any identified errors the individual identifies. (4:37)
- 88. T F** The *Per Se Unreasonable* test applies to:
 [i] price fixing;
 [ii] horizontal division of territories;
 [iii] group boycotts;
 [iv] tying. (4:46)

- 89. T F** The right to petition government is an express free speech right found in the First Amendment. (4:52)
- 90. T F** An insurable interest differentiates a gambling contract from an insurance contract. Identification under the UCC Article 2's sale of goods creates in the buyer an insurable interest. (4:63)
- 91. T F** If the insurED has an insurable interest at the time of contract, **but** does **not** have an insurable interest at the time of loss, then a life insurance contract is enforceable at the time of death. (4:65)
- 92. T F** If an insurED knowingly **and** intentionally **mis**represents to the insurER a factor the insurER uses to appraise risk, then the insurED has committed common law fraud on the insurER. (4:67)
- 93. T F** A signature is any mark with the current intent to authenticate the record. (4:82)
- 94. T F** For wills the testator must grasp:
[i] the testator is signing ;
[ii] owns property **and** the general nature of that property; **and**
[iii] the natural objects of one's bounty. (4:83)
- 95. T F** In all jurisdictions a valid will is created when the testator has capacity to create a will **and** signs a writing in front of witnesses. (4:85)
- 96. T F** The **non**-price determinants of supply include technology **and** the **non**-price determinants of demand include tastes. (4:90)
- 97. T F** The ends of Capitalism are its elements **whereas** the means of Capitalism are its functions. (4:92)
- 98. T F** Capitalism can **not** exist with zero government. (4:93)

99. T F Competition will provide sufficient alternatives to assure voluntary prices **as long as** there is free entry **and** free exit **and** there are a “large” number of buyers **and** sellers. (4:94)

100.T F In Capitalism the function of markets is define rights **and** in Capitalism the function of prices is to set transaction costs. (4:95)

101. Freebee: answer "E". Answer what to earn the freebee?

102. Freebee: answer "E". Answer what to earn the freebee?