
print name on the line above as your signature
INSTRUCTIONS:

- A.** This Extra Credit Exam must be completed within the allocated time
(*i.e.*, **maximum of 55 minutes**).
It is a closed book exam.
- B.** **Recall the material difference between**
e.g. (for example) versus i.e. (that is).
- C.** As each student finishes this exam,
that student shall return both the student's exam and the answer sheet
and then leave the exam room until after the end of the exam
(*e.g.*, *all students finish in less than 60 minutes*).
Class will resume after this Extra Credit Exam.
- D.** Descriptive statistics of the class' grades will be posted to BlackBoard.
An email notice of the posting will be sent.
- E.** This **Extra Credit** Exam is worth **6% of the course grade**.
This exam is in the True-False format with 50 questions.
Use computer sheet answer option **A for True and B for False**.
Like the quizzes, this Extra Credit Exam is graded Pass = 100% and Fail = 0%;
with an 80% correct answers earning a Pass.
- F.** There are no appeals of this Extra Credit Exam or its questions.
- G.** **NOTE:** A question **never is false**
because of
a section reference to the *Constitution* or to any statute
(*e.g.*, Amendment IX).
All such section references always are true
and are included solely to help the students orient themselves.
Any question with a section reference can be false
because of
some other reason.

EXTRA CREDIT EXAM QUESTIONS:

1. **T F** USA law allocates liability towards actions that are both knowing **and** voluntary (*e.g., assumption of the risk defense in tort*). Also, USA law favors the objective over the subjective. Knowing comes in three forms: actual knowledge (*subjective [i.e., scienter]*), receipt of notice (*objective*), **and** reason to know (*objective*).
2. **T F** Objective can be express (*i.e., words: oral **or** written*) **or** can be implied (*i.e., acts, words, **and/or** circumstances*).
3. **T F** Broadly, the law is divided into the fields of equity **and** of law. Equity relies upon maxims **and** decisions that are **not** precedence. In contrast, the common law relies upon rules **and** cases of first impression to create precedence.
4. **T F** Standing to sue requires the plaintiff to both suffer an injury in fact **and** to be within the zone of protected interests.
5. **T F** All citizens are both a natural person **and** a legal person; **but**, due to interstate and due to international trade, fewer than all consumers are both a natural person **and** a legal person.
6. **T F** Good faith requires honesty in fact.
7. **T F** An appellate court will affirm the trial court unless the appellate court finds a clear error of fact, *non-harmless* error of procedure, **or** any error of law.
8. **T F** The power of judicial review is an express authority found in the USA *Constitution's* Article VI Supremacy Clause.
9. **T F** A court must have jurisdiction (*i.e., both subject matter [e.g., bankruptcy] **and** geographic [i.e., substantial minimal contacts]*).
10. **T F** The Police Power is the power of every USA government to regulate for the People's health, safety, morals, **and** general welfare.

- 11. T F** Preemption is **not** favored, **but** may be allowed if
 (a) clear intent of Congress
and
 national interests outweigh State interests;
or
 (b) express intent of Congress
and
 a need for uniformity.
- 12. T F** The interState segment of the Commerce Clause contains the inherently ambiguous word "among" which can mean either "between" **or** "within".
 Pre-1937
 the USA Supreme Court interpreted "among" as "between" by using the concept of direct **affect** (*i.e., cause*) on commerce between the USA States;
 while
 post-1937
 the USA Supreme Court interprets "among" as "within" by using the concept of close **and** substantial **effect** (*i.e., result*) on commerce between the USA States.
- 13. T F** All speech is subject to reasonable time, place, **and** manner regulations. For example, reasonable content regulation is permitted for all speech.
- 14. T F** Due process is either substantive (*i.e., fundamental right*) due process **or** procedural due process. Privacy is an express substantive due process right protecting one's reasonable expectation of privacy.
- 15. T F** The USA *Constitution's* Amendment XIV contains the Equal Protection Clause. The triad used to interpret the Equal Protection Clause is the Rational Basis Test
 (*i.e., social **or** economic regulation that has a rational basis **and** a legitimate governmental interest [e.g., Police Power] is presumed valid*);
 Heightened Judicial Review; **and**
 Strict Scrutiny.

- 16. T F** The USA *Constitution's* Article IV contains the Full Faith **and** Credit Clause which is an express commitment by each USA State to provide domestic comity to sister States.
But,
Article IV is interpreted as subject to a sister State's implied discretion to limit that comity to acts consistent with its fundamental public policies.
- 17. T F** If an act by a government is an Act of State, then that act is cloaked with sovereign immunity.
- 18. T F** There are three types of torts intentional torts, negligence torts, **and** strict liability torts. All are based on the defendant's fault.
- 19. T F** If the defendant owes to the plaintiff a duty of care **and** breaches that duty when the defendant's breach is the proximate cause of the plaintiff injury, then the defendant has committed a tort.
- 20. T F** Proximate cause requires both actual cause of the plaintiff's injury **and** that the plaintiff's injury was reasonably foreseen by the defendant at the time of the defendant's breach.
- 21. T F** The defendant has committed common law fraud if the defendant knowingly **misrepresents** a fact thereby inducing the plaintiff's justifiable reliance **and** proximate causing the plaintiff's damages.
- 22. T F** Comparative negligence is a complete defense (*i.e., bar to suit*).
- 23. T F** An ambiguity in an adhesion contract is interpreted against the drafter.

- 24. T F** The elements of crime are a legislatively defined *actus reus* (i.e., *bad act*), *mens rea* (i.e., *bad thought*), **and no** defenses.
- 25. T F** A warranty can be a contract; **but**, an employment transaction can **not** be a contract because an employment transaction does **not** include consideration **or** capacity as an element.
- 26. T F** If the parties are *in pari delicto*, then **neither** party may obtain either *quasi* contract **or** promissory estoppel.
- 27. T F** Economic pressure that is privileged is far more likely to be duress in a transaction between a merchant **and** a consumer than in a transaction between a merchant **and** a merchant. If a merchant wrongfully exerts privileged economic duress, then a Nebraska court will either reform **or** sever each offensive term.
- 28. T F** A unilateral contract that is executory with respect to acceptance only will satisfy the Mirror Image Rule if that executory portion is expressly included by an incorporated by reference clause.
- 29. T F** A contract that can last more than a year must satisfy the requirements of the Statute of Frauds.
- 30. T F** Both gambling contracts **and** insurance contracts involve a transfer of value **and** the allocation of risk of loss based upon chance.

- 31. T F** The Mail Box Rule allows the offerOR to revoke the offerOR's offer sent by postal service prior to the offerOR's receipt of the offerEE's acceptance sent by postal service.
- 32. T F** If a transaction is a bargained for exchange of **illusory** promises, then a court of equity will discharge it by mutual rescission with restitution.
- 33. T F** A natural person who has been adjudicated **incompetent** can provide a signature for a delegation of an output contract **but** can **not** provide a signature an assignment of a requirements contract.
- 34. T F** A liquidated damages clause is an exculpatory clause.
- 35. T F** Under the common law of contracts, most frequently, lost profits are a mere economic loss.
- 36. T F** Since a fiduciary always has opportunity **and** occupies a position of trust, Nebraska presumes undue influence by a fiduciary.
- 37. T F** A liquidated debt is legally sufficient value for an accord **and** satisfaction.
- 38. T F** A contract by a voluntarily intoxicated person is void.
- 39. T F** An intended third party creditor can vest, while an incidental third party donee can **not** vest.
- 40. T F** A unilateral mistake exists when the **non**-mistaking party objectively knows that the mistaking party is making a material mistake of fact.
- 41. T F** Predatory economic duress requires a measure of material that goes to the outer reaches of liberty.
- 42. T F** To be an acceptance an offerEE's response to a written offer must be an **unambiguous** expression of assent.

- 43. T F** A signature is any mark with the current intent to authenticate the document/record.
- 44. T F** A waiver of breach is **not** legally binding unless the **non**-breaching party expressly waives the breach.
- 45. T F** An express condition is condition precedent to a material breach.
- 46. T F** Substantial performance is a breach of contract, discharges that contract, **and** creates liability for damages.
- 47. T F** The **non**-breaching party's duty to mitigate damages starts upon receipt of notice of anticipatory repudiation.
- 48. T F** Both a commercial impracticality **and** a commercial impossibility discharge a contract by operation of law.
- 49. T F** Ordinarily, in contract law punitive damages are a mere economic loss; but, punitive damages are available for gambling contracts **and** insurance contracts.
- 50.** Since there are no appeals, **use the answer TRUE.**