
print name

LAWS 3910, Introduction to Business Law and Ethics
 Spring 2003
Comprehensive Final Exam, Chapters 1 - 23; and 49 - 52
 105 questions scored as if there are 100
 40% of course grade

INSTRUCTIONS:

1. This Comprehensive Final Exam must be completed within the allocated time (*i.e., start at 6:30 PM and end by 8:40 PM*). It is a closed book exam.
2. **Recall the material difference between i.e. (*that is*) and e.g. (*for example*).**
3. **Use answer sheet option "A" to indicate True and use "B" to indicate False.**
4. At the conclusion of the exam, students will exchange their answer sheets for answer keys.
5. This Comprehensive Final Exam is worth 40% of the course grade. This Comprehensive Final Exam has 105 questions graded as if there are 100. Harmless errors are far more likely than non-harmless errors in this test design. Any student may appeal the grading of exams questions. However, only if a student **successfully appeals the ambiguity of AT LEAST SIX questions on this Final Exam** will student's exam grade change. *Appeals only affect the exam grades of those students that appeal.* Based on a statistical analysis of all students' answers, the instructor may unilaterally alter the grading of specific exam questions for all similarly situated students.
6. **All appeals of Comprehensive Final Exam questions** must be: [6A] **typed**; [6B] **signed** by the student in *three ways*, typed name, handwritten signature, and typed social security number; [6C] **in sequence, list**, immediately following the signature, each of the questions, by number, being appealed; [6D] at the beginning of the appeal of each question appeal, **identify** two or more meanings that the question reasonably could have had; [6E] for each question **argue**, one at a time, why one or more of the identified meanings is *as appropriate or more appropriate* than the meaning used for the answer key answer; and [6F] **submitted to O'Hara's RH 502 mailbox no later than 4:00 PM on Friday, May 9.**
7. Grades will be posted to O'Hara's web site (*i.e., <http://cba.unomaha.edu/faculty/mohara/web/ohara.htm>*) by 5:00 PM Friday, May 9. A Lotus Notes email notice of the posting will be sent.

QUESTIONS:

1. **T F** The law favors the subjective over the objective.
2. The law uses the concept "person".
Which of the following is a correct use of "person"?
 - a. A consumer is a natural person.
 - b. A citizen is a natural person.
 - c. A corporation is a mere legal person.
 - d. All of the above.
 - e. None of the above.
3. The law uses the concept "knowing".
Which of the following is a correct use of "knowing"?
 - a. Actual knowledge is subjective.
 - b. Receipt of notice is objective,
but is more objective than reason to know.
 - c. Reason to know is based on
that person's acts, words, **and/or** circumstances.
 - d. All of the above.
 - e. None of the above.
4. **T F** The civil trial burden of proof is on the plaintiff
and is preponderance of the evidence.
A civil trial requires more proof than a criminal trial.
The criminal trial burden of proof is on the plaintiff, the government
and is beyond a reasonable doubt.
5. **T F** A trial court finds fact **and** applies the law,
while an appellate court finds error **and** interprets the law.
An appellate court typically finds error **and** reverses the trial court.
6. Standing to sue
 - a. springs from a constitutional requirement
and from a desire for judicial efficiency.
 - b. is satisfied with injury in fact
and being within the zone of protected interest.
 - c. is a required of the plaintiff **but not** the defendant.
 - d. all of the above.
 - e. only a. **and** b.

7. **T F** The USA federal government **or** a State government may take your life **and** may take your liberty with notice **and** hearing, both proportional to the interest involved. However, such a government must do that **and** more if it is to take your private property.
8. The plaintiff initiates a lawsuit by filing a complaint with the court. In the complaint the plaintiff must:
- allege a cause of action (*e.g., unjust enrichment via conversion*).
 - assert **both** the court's geographic jurisdiction **and** the court's subject matter jurisdiction.
 - request a remedy that the court has the power to grant (*e.g., replevin*).
 - all of the above.
 - only a. **and** b.
9. **T F** When the Statute of Repose is tolled, the Statute of Repose can run for more years than the Statute of Limitations.
10. **T F** The Preemption Doctrine is an interpretation of the Supremacy Clause. Preemption is **not** favored **but** may be allowed if: clear intent of Congress **and** national interests outweigh State interests; **or**, express intent of Congress **and** a need for uniformity.
11. The federal government's Commerce Clause power:
- pre-1937 was interpreted to cover all commerce that had a direct **-a-**ffect on commerce between the States.
 - pre-1937 was interpreted to cover all commerce that had a direct **-e-**ffect on commerce between the States.
 - post-1937 is interpreted the same as pre-1937.
 - post-1937 is interpreted to cover all commerce that has a close **and** substantial **-e-**ffect on commerce between the States.
 - only a. **and** c.

- 12. T F** The Equal Protection Clause of the 14th Amendment, USA *Constitution* reduces the discretion of the States' legislatures. The State legislatures must provide women **and** men substantially similar legal treatment **unless** the difference in treatment is substantially related to an important State interest.
- 13. T F** The Due Process Clause of the 14th Amendment, USA *Constitution* (as interpreted by the Absorption Doctrine **or** Incorporation Doctrine) requires the State governments to recognize that the State citizens have the rights in the Bill of Rights (i.e., amendments 1 through 10). The States must recognize the verbatim rights in the Bill of Rights.
- 14.** The Police Power:
- is **not** a power that the federal government has.
 - is the power of all USA governments to protect the People.
 - covers health, safety, morals, **and** general welfare.
 - only b. **and** c.
 - only a. **and** c.
- 15.** Privacy
- is a USA constitutional right of the People expressly contained in the Ninth Amendment.
 - in the USA is as broad as an absolute right to privacy.
 - in the European Union (EU) the default legal requirement is that a person opt-in to a computerized data collection process.
 - all of the above.
 - only a. **and** b.
- 16.** Judicial Review
- is an express, Article III power of the federal judicial branch.
 - is the power of the courts to declare **unconstitutional** acts of either the legislative branch **or** the executive branch.
 - is at its zenith when protecting the rights of the States.
 - all of the above.
 - only a. **and** b.
- 17.** The Full Faith **and** Credit Clause of Article IV of the USA *Constitution*
- is similar to the international law concept of comity.
 - requires each State government to enforce all laws of another one of the sister States.
 - both a. and b.
 - none of the above.

- 18. T F** Free speech is protected by the First Amendment of the USA *Constitution*. Any USA government may regulate the content of commercial free speech.
- 19. T F** A defendant commits a tort when the defendant breaches a duty of care owed to the plaintiff, the defendant's breach is the cause of the plaintiff's injury, **and** the defendant has **no** defenses.
- 20. T F** The defendant's intent for an intentional tort must be subjective, while the defendant's intent for a negligence tort only need be objective.
- 21.** Proximate cause exists when
- the defendant's breach starts the factual chain of events leading to the plaintiff's injury.
 - at the time of breach, the defendant did foresee the plaintiff's injury.
 - at the time of breach, the defendant could have reasonably have foreseen the plaintiff's injury.
 - all of the above.
 - only a. **and** b.
- 22.** Assumption of the risk is a defense that requires
- the defendant warned the plaintiff to the level of receipt of notice.
 - the plaintiff to knowingly **or** voluntarily assume the risk.
 - the plaintiff to knowingly **and** voluntarily assume the risk.
 - a. **and** b.
 - a. **and** c.

23. Some negligence torts are "*per se*" and some are "*res ipsa loquitur*". Which of the items below best describes these two concepts?
- a. If a defendant fails to comply with a statutory standard of care, then the defendant is *per se* negligent.
 - b. If the defendant has complete control of the plaintiff's person as well as complete control of circumstances surrounding the plaintiff, **and** the plaintiff is injured, then the defendant is liable *res ipsa loquitur*.
 - c. all of the above.
 - d. none of the above.
24. **T F** The *Restatement of Torts* section 402A imposes strict liability on businesses that are sellers of products.
25. **T F** The federal government **and** the State governments share the field of intellectual property law. The federal government has exclusive control over patents **and** copyrights; while the State **and** federal governments share the power over trademarks **and** trade secrets.
26. **T F** "Fair use" of a copyrighted work is part of the public domain during the term of the copyright.
27. **T F** "Parody" of a copyrighted is permissible free speech, **but** parody of a trademark work is **not** permissible free speech.
28. A crime
- a. is **not** committed every time a tort is committed.
 - b. always has the government as the plaintiff.
 - c. trial in a second jurisdiction is **not unconstitutional** double jeopardy even if the defendant previously was convicted for the same action in another jurisdiction.
 - d. all of the above.
 - e. none of the above.

29. **T F** The elements of a crime are *actus rea (i.e., bad deed)*, *mens rea (i.e., bad thought)*, **and no** defenses.
30. **T F** The Congress lacks the power to create crimes because the federal government lacks the Police Power.
31. **T F** "Material" has one definition (*i.e., would have changed your mind*), **but** with different four meanings (*i.e., material mistake, unilateral mistake, common law fraud, and securities law fraud*).
32. Good faith
- uses the same subjective element for consumers, merchants, **and** a fiduciary.
 - uses commercial reasonableness as the merchant's objective element.
 - uses personalized objective as the fiduciary's objective element.
 - all of the above.
 - only a. **and** b.
33. **T F** A "signature" is any mark with the current intent to authenticate the document.
34. In the USA, the parties to a contract may choose
- the State's law that will control the contract when that State has substantial minimal contacts with the parties.
 - the forum (*i.e., court {e.g., Nebraska Federal District Court}*) **and** the venue (*i.e., court house {e.g., Lincoln Federal Court House}*) to hold a trial if there is a lawsuit between the parties.
 - the official language (*e.g., Spanish*) for interpreting the contract.
 - all of the above.
 - only a. **and** b.
35. **T F** A court has geographic jurisdiction over a defendant when the defendant has substantial minimal contacts with the court's geographic jurisdiction.
36. **T F** A party that obtains the remedy of *quasi contract (i.e., implied-in-law)* will receive *quantum meruit (i.e., reasonable value of the performance)*.

- 37. T F** The equitable remedy of promissory estoppel is available to any party who has **no** adequate remedy at law, was reasonably expected to **and** has justifiably relied upon a promise, **and** enforcement of the promise is necessary to **either** prevent the promising party's **unjust** enrichment **or** prevent the suing party's **unjust** detriment.
- 38. T F** Using the mailbox rule, an offeree may revoke the offeree's rejection of the offer if the revocation reaches the offeror prior to the rejection.
- 39. T F** If the parties agree upon a bargained for exchange of detriments **and/or** benefits for the parties
(*e.g., to promise to do something when there is **no** duty to do so, **and/or**, to promise **not** to do something when there is the right to do so*)
then the parties have exchanged consideration.
- 40.** The amount of capacity required for a transaction varies. Which of the following correctly arranges, from most on left to least on right, the required amount of capacity?
- a.** crime, tort, contract, will.
 - b.** crime, tort, will, contract.
 - c.** crime, contract, will, tort.
 - d.** All of the above.
 - e.** None of the above.
- 41. T F** The price must equal the reasonable value of the performance for the consideration to be legally sufficient.

42. Which of the following is/are true?
- a. Typically, a voluntarily intoxicated person has capacity.
 - b. Typically, a mentally ill person in a lucid phase has capacity.
 - c. Typically, an emancipated minor has capacity.
 - d. All of the above.
 - e. None of the above.
43. **T F** An insurance contract (*i.e., allocates existing risk*) is legal subject matter, while a gambling contract (*i.e., creates **and** allocates risk*) is **not**.
44. **T F** A covenant **not** to compete is enforceable if the covenant is **both** ancillary **and** proportional to the businesses' legitimate business interests, **as well as** limited to **both** a reasonable time **and** a reasonable area.
45. **T F** Courts of different jurisdictions have different reactions to over broad covenants **not** to compete. Some jurisdictions reform the over broad covenant to reasonable limits, others sever the over broad covenant from the encompassing contract, **and** others (*e.g., Nebraska*) void the entire contract.
46. **T F** Some exculpatory clauses are **not** enforceable because the limitation on liability is contrary to public policy. The courts tend to balance the type of contract (*e.g., a necessary service*), the relative bargaining power of the parties (*e.g., merchant shifting risk to consumer versus two merchants*), as well as the sophistication of risk allocation (*e.g., the party that ends up with risk covers it with insurance*) in making the court's determination of enforceability.
47. **T F** Typically, if a party to a contract makes a unilateral mistake of material value, then the mistake is a question of ethics, **not** a question of law, for the **non**-mistaking party who objectively knows of the mistake.

- 48. T F** All material defects actually known by seller **but** objectively **unknown** by the buyer are unilateral mistakes of material fact by the buyer if the seller objectively knows of the buyer's mistake.
- 49. T F** In Nebraska, the plaintiff proves **undue** influence by proving the defendant had both the opportunity **and** the inclination to use **undue** influence **as well as** the result is consistent with **undue** influence.
- 50.** "Duress" prevents reality of assent **and** thus prevents contract formation. Which of the following correctly describe "duress"?
- a.** Economic duress due to poverty is likely to be "duress".
 - b.** Economic duress due to privileged behavior is likely to be "duress".
 - c.** Emotional duress is likely to be "duress".
 - d.** All of the above.
 - e.** None of the above.
- 51. T F** If an adhesion is an **unconscionable** abuse of **unequal** bargaining power, then the adhesion contract is contrary to public policy **and** **unenforceable**.
- 52. T F** A co-signer providing a surety has primary liability (*i.e., all co-signers are obligated to pay first*), while a co-signer acting as a guarantee has secondary liability (*i.e., the surety pay if and only if the other co-signer defaults*).
- 53.** A fixture:
- a.** was personal property **and** now is real property.
 - b.** can be severed **and** sold separately from the real estate.
 - c.** is determined by the objective intent of the owner of the fixture.
 - d.** All of the above.
 - e.** None of the above.
- 54. T F** A defendant commits fraud when the defendant knowingly **and** intentionally **misrepresents** a material value inducing the plaintiff's justifiable reliance **and** causing the plaintiff's injury.

- 55.** The Statute of Frauds requires the material terms of five types of contracts to be in writing. Which of the following contracts are covered by the Statute of Frauds?
- a.** sale of services at **or** over \$500.
 - b.** may take longer than one year.
 - c.** lease of land.
 - d.** All of the above.
 - e.** None of the above.
- 56.** The Statute of Frauds requires the material terms of five types of contracts to be in writing. Which of the following terms are material terms?
- a.** reality of assent.
 - b.** capacity.
 - c.** consideration.
 - d.** All of the above.
 - e.** None of the above.
- 57. T F** The new common law favors free assignment of rights **but** does **not** favor free delegation of duties because an assignment is far less likely to, **and** a delegation is far more likely to, involve a material deviation from the parties' reasonable expectations.
- 58. T F** All of the elements of a contract are: agreement, consideration, capacity, reality of assent, parties, **and** legal subject matter.
- 59. T F** An intended third party creditor beneficiary vests either by providing the parties notice of the vesting, **or** by reasonably, materially, **and** detrimentally relying on the contract.
- 60.** Speaking broadly, there are three types of conditions: precedent, concurrent, **and** subsequent. Which of the following correctly describes the condition?
- a.** Performance of a condition precedent ends a duty.
 - b.** Performance of a condition concurrent ends a duty.
 - c.** Performance of a condition subsequent ends a duty.
 - d.** All of the above.
 - e.** None of the above.

61. **T F** Violation of an implied condition is likely to be substantial performance, **but** violation of an express implied condition is likely to be a material breach.
62. The law recognizes different results flowing from different levels of performance. Which of the following correctly describes the result of performance?
- a. Perfect performance discharges most duties created by the contract, **but** now nominal damages are owed.
 - b. Substantial performance discharges few duties created by the contract, **but** now both compensatory **and** consequential damages are owed.
 - c. Performance that is a material breach discharges both parties, **but** now punitive damages are owed.
 - d. All of the above.
 - e. None of the above.
63. **T F** Under the common law, if the breaching party sends the **non**-breaching party a breach via an anticipatory repudiation, then the **non**-breaching party must make an election of remedies between suing immediately **or** waiving this breach **and** all future similar breaches.
64. The law recognizes different persons owe different types of "good faith". Which of the following correctly describes the required good faith?
- a. A consumer who acts with actual knowledge of a material falsity, **but lacks** a reasonable person's reason to know of that falsity, necessarily is acting in good faith.
 - b. A merchant who acts **without** actual knowledge of a material falsity, **and also lacks** a reasonable person's reason to know of that falsity, necessarily is acting in good faith.
 - c. A fiduciary who acts **without** actual knowledge of a material falsity, **and also lacks** a reasonable person's reason to know of that falsity, necessarily is acting in good faith.
 - d. only b. **and** c.
 - e. None of the above.
65. **T F** A Statute of Limitations can be tolled only to the limit set by the Statute of Repose.
66. **T F** New consideration is needed for a novation **as well as** for an accord **and** satisfaction.

- 67. T F** "Liquidated damages" owed by a consumer are more likely to be **unenforceable** penalties than the same "liquidated damages" owed by a merchant.
- 68. T F** A *Force Majeure* clause is an effort by the parties to expressly define what they see as potentially making a party's performance commercially impracticable.
- 69. T F** If there is **no** exculpatory clause **or** other clause limiting damages, then the **non**-breaching party may obtain both compensatory damages **and** reasonably foreseeable consequential damages.
- 70. T F** The breaching party has a duty to mitigate damages.
- 71. T F** If the vast majority of the States adopt a uniform law (*e.g., Uniform Commercial Code [UCC]*) then the States increase the federal power of preemption.
- 72. T F** The UCC defines "goods" (*i.e., tangible **and** moveable*) **but** does **not** define "services".
If a transaction is predominantly a sale of goods, **but** that transaction contains a substantial amount of services, then that transaction is a sale of services.
- 73. T F** A merchant is a person who deals in goods of that kind, **or** hires an agent who is a merchant, **or** holds self out as a merchant.

- 74. T F** The UCC increases the ease of forming a contract by imposing an obligation of good faith on all covered contracts. The UCC allows **neither** merchants **nor** consumers to disclaim the obligation of good faith. Consequently, open terms (*e.g., time, price, quantity*) that would prevent contract formation at common law, result in a UCC contract that is completed using commercially reasonable terms.
- 75. T F** Under common law, modification of the terms of a contract requires consideration. Under the UCC, **without** consideration, additional terms modifying the contract that do **not** materially alter the contract may be added when a merchant is dealing with a merchant; **but no** additional terms may be added when dealing with a consumer.
- 76. T F** The UCC does **not** repeal the Statute of Frauds. If a contract is covered by the Statute of Frauds, then it must be signed by the party who is sued. A selling merchant's signature is obtained if the buying merchant sends a signed contract **and** then the selling merchant does **not** object within ten days.
- 77. T F** Under the UCC, the Parol Evidence Rule does **not** bar all oral testimony if there is a written contract. If the written contract contains ambiguous terms, then the court will allow oral testimony on consistent, additional terms.
- 78. T F** The UCC denies enforcement of contract terms that are **unconscionable**. An adhesion contract helps prove the existence of power, **and** thus it is easier to prove an abuse of power that is **unconscionable**. If the court finds a contract term to be **unconscionable**, then the court may void the entire contract, sever the offensive term, **or** reform the contract so that its terms are **not unconscionable**.

- 79. T F** The CISG
(*United Nation's Convention on Contracts for the International Sale of Goods*)
controls transactions involving merchants **and** consumers.
- 80. T F** A merchant's written offer functions like an option contract.
An option contract is a contract,
but an option contract does need **not** be supported by consideration.
- 81. T F** The UCC relies more on the concept of passing of title than identification.
- 82. T F** The risk of loss on a shipment contract between merchants
passes from the seller to the buyer after
the risk of loss on a destination contract between merchants.
- 83. T F** If
the true owner of goods entrusts those goods to a merchant,
and if
the merchant sells those goods in the ordinary course of business,
then
a good faith purchaser for value
obtains good title valid against the true owner.
- 84. T F** The common law has the remedy for breach called cure.
- 85. T F** Under the common law,
commercial impossibility discharges both parties from the contract.
Using a *Force Majeure* clause,
the parties by contract may create additional conditions precedent.
A *Force Majeure* clause
specifies anticipated, **but not** necessarily reasonably foreseen, events
that will discharge the parties from the contract.

- 86. T F** Under the UCC,
one party reasonably may demand assurance of performance
from the other party.
If
the party receiving the demand does **not** provide the requested assurance,
then
that failure is treated as a breach via anticipatory repudiation.
However,
the **non**-breaching party does **not**, at that moment,
have a duty to mitigate.
- 87. T F** Under the UCC,
in good faith **and without** unreasonable delay,
the **non**-breaching buyer
must cover.
- 88. T F** Remedies for breach of contract,
under the common law, are alternatives, requiring an election;
while under the UCC remedies are cumulative, allowing an election.
Under the UCC,
the parties by contract may limit remedies for breach of contract,
subject to the UCC prohibition against **un**conscionable contract terms.
- 89. T F** Under the UCC,
the typical measure of damages
is the difference between the market price **and** *quantum meruit*.
- 90. T F** A warranty, like an agency **or** a bailment, is **not** necessarily a contract;
but can be a contract
if
both parties have capacity **and** both parties exchange consideration.
- 91. T F** If
the terms of an express warranty
are consistent with
the terms of an implied warranty for a particular purpose,
then
the both warranties are enforced.

- 92. T F** If goods sold contain latent defects (*i.e., defects **not** discoverable with a reasonable inspection*) then (*if **not** effectively disclaimed*) the implied warranty of merchantability creates liability for the selling merchant.
- 93. T F** If a merchant's written contract contains an express warranty under the UCC, then, under federal law, that contract contains a full warranty.
- 94. T F** A contract for insurance, lacking an insurable interest, is an **illegal** contract for gambling. The insurable interest on a life insurance policy must exist at the time of contract; while the insurable interest on a property insurance policy must exist at the time of loss.
- 95. T F** Because of the risk pooling feature of insurance, all insurance contracts are adhesion contracts. Accordingly, ambiguities in insurance policies are interpreted against the insurer.
- 96. T F** Because an insurance contract has risk allocation as its central feature, if the insured commits fraud about the type of risk (*e.g., fire versus life*), then the policy is void. However, if the fraud goes **not** to the type of risk, **but** to the magnitude of risk (*e.g., fraud about age on life policy*), then the policy is **not** void, instead the premiums owed are adjusted **and** any **unpaid** premiums are subtracted from any pay out on a covered loss.
- 97. T F** Typically, a will is a written, signed, **and** witnessed document. A codicil is a second **or** subsequent will that expressly refers to a prior will. A codicil materially alters **or** completely repeals the prior will.

- 98. T F** Person "A" has two children, "B" **and** "C".
 "B" has two children (*i.e.*, B1 **and** B2); "C" has one child (*i.e.*, C1).
 "A" dies with a will leaving "A's" property to "B" **and** to "C" equally.
 Both "B" and "C" have died before "A".
 "A", "B", "C", B1, B2, **and** C1 all were **or** are residents of the State XYZ,
 along with all of "A's" property.
 B1 gets less
 if State XYZ's probate uses *per capita* rather than *per stirpes*.
- 99. T F** A grantor creates a trust
 by designating a beneficiary **and** designating a trustee, **as well as**
 by owning **and** making actual delivery of
 the trust assets (*i.e.*, *corpus or principal*) to the trustee.
 The trustee holds beneficial (*a.k.a. equitable*) title,
 while
 the beneficiary holds legal title.
- 100.T F** Grantor "G" creates a trust
 with stocks **and** bonds as the corpus (*i.e.*, *principal*) of the trust.
 "G" appoints "T" as the trustee, **and**
 "L" is the life estate beneficiary entitled to the annual income.
 "R" is the residual beneficiary entitled to the corpus.
 However, the financial markets suffer a substantial fall, **and**
 annual income is less than reasonable operating expenses of the trust.
 "T" breaches the fiduciary duty to avoid "waste"
 if
 "T" pays the reasonable operating expenses out of the corpus **and**
 thus reduces the corpus.
- 101.T F** The majority of jurisdictions
 hold accountants liable to third parties.
 The majority of jurisdictions
 use the *Restatement* Rule for imposing liability
 (*i.e.*, *the account must have foreseen*
 the third party's reliance upon the accountant).
 The *Restatement* Rule, in this instance, rejects proximate causation.
 Nebraska, however, uses the *Ultramares* Rule requiring near privity.

- 102.T F** Common law fraud exists when the defendant knowingly **and** intentionally **misrepresents** a material value inducing the plaintiff's justifiable reliance **and** causing the plaintiff's injury. It is much easier to prove security law fraud. Security law fraud exists when the defendant misrepresents **or** omits a material value causing the plaintiff's injury.
- 103.T F** An Act of State is an action by a sovereign government within its own jurisdiction. Judicial branches of different sovereign governments will examine the validity of such public act.
- 104.T F** Sovereign immunity is the right of a sovereign government to be free from lawsuit. The sovereign government loses its immunity if it acts by through an instrumentality. Within the USA, a sovereign government waives its immunity if it engages in commerce that is ordinary for private persons.
- 105.** Which of the following is/are true?
- a.** All countries make dumping lawful.
 - b.** Selling above the cost of production in a foreign market is dumping.
 - c.** Dumping exports **un**employment.
 - d.** All of the above.
 - e.** None of the above.