"John Smith has denied his purported signature on a letter which has become critical in a breach of contract suit between Smith and Miller. At trial, Miller's counsel calls Alice, a teacher, who testifies that she taught John Smith mathematics in school 10 years earlier, knows his signature, and proposes to testify that the signature to the letter is that of John Smith. Smith's counsel objects. The trial judge should"

"sustain the objection on the ground that identification of handwriting requires expert testimony and the teacher does not, per se, qualify as an expert. ", "sustain the objection on the ground that the best evidence of Smith's handwriting would be testimony by a person who had examined his writing more recently than 10 years ago.", "overrule the objection on the ground that a schoolteacher qualifies as an expert witness for the purpose of identifying handwriting.", "overrule the objection on the ground that a layman may identify handwriting if he has seen the person in question write and has an opinion concerning the writing in question." ]

（D）

"Doctor, a licensed physician, resided in her own home. The street in front of the home had a gradual slope. Doctor's garage was on the street level, with a driveway entrance from the street. At two in the morning, Doctor received an emergency call. She dressed and went to the garage to get her car and found a car parked in front of her driveway. That car was occupied by Parker, who, while intoxicated, had driven to that place and now was in a drunken stupor in the front seat. Unable to rouse Parker, Doctor pushed him into the passenger's side of the front seat and got in on the driver's side. Doctor released the brake and coasted the car down the street, planning to pull into a parking space that was open. When Doctor attempted to stop the car, the brakes failed to work, and the car crashed into the wall of Owner's home, damaging Owner's home and Parker's car and injuring Doctor and Parker. Subsequent examination of the car disclosed that the brake linings were badly worn. A state statute prohibits the operation of a motor vehicle unless the brakes are capable of stopping the vehicle within specified distances at specified speeds. The brakes on Parker's car were incapable of stopping the vehicle within the limits required by the statute. Another state statute makes it a criminal offense to be intoxicated while driving a motor vehicle. If Parker asserts a claim against Doctor for his injuries, Parker will probably"

[ "recover, because Doctor was negligent as a matter of law ", "recover, because Doctor had no right to move the car. ", "not recover, because his brakes were defective. ", "not recover, because he was in a drunken stupor when injured" ]

（C）

"Ames had painted Bell's house under a contract which called for payment of $2,000. Bell, contending in good faith that the porch had not been painted properly, refused to pay anything. On June 15, Ames mailed a letter to Bell stating, "I am in serious need of money. Please send the $2,000 to me before July 1." On June 18, Bell replied, "I will settle for $1,800 provided that you agree to repaint the porch." Ames did not reply to this letter. Thereafter Bell mailed a check for $1,800 marked "Payment in full on the Ames-Bell painting contract as per letter dated June 18." Ames received the check on June 30. Because he was badly in need of money, check on June 30. Because he was badly in need of money, Questions Ames cashed the check without objection and spent the proceeds but has refused to repaint the porch.After cashing the check Ames sued Bell for $200. Ames probably will"

[ "succeed if he can prove that he had painted the porch according to specifications.", "succeed, because he cashed the check under economic duress. ", "not succeed, because he cashed the check without objection. ", "not succeed, because he is entitled to recover only the reasonable value of his services" ]

（C）

"Paul and Daniel entered into a contract in writing on November 1, the essential part of which read as follows: "Paul to supply Daniel with 200 personalized Christmas cards bearing a photograph of Daniel and his family on or before December 15, 1970, and Daniel to pay $100 30 days thereafter. Photograph to be taken by Paul at Daniel's house. Cards guaranteed to be fully satisfactory and on time." Because Daniel suddenly became ill, Paul was unable to take the necessary photograph of Daniel and his family until the first week of December. The final week's delay was caused by Paul's not being notified promptly by Daniel of his recovery. Before taking the photograph of Daniel and his family, Paul advised Daniel that he was likely to be delayed a day or two beyond December 15 in making delivery because of the time required to process the photograph and cards. Daniel told Paul to take the photograph anyway. The cards were finally delivered by Paul to Daniel on December 17, Paul having diligently worked on them in the interim. Although the cards pleased the rest of the family, Daniel refused to accept them because, as he said, squinting at one of the cards at arm's length without bothering to put on his reading glasses, "The photograph makes me look too old. Besides, the cards weren't delivered on time.""Which of the following statements regarding the legal effect of Daniel's illness is LEAST accurate?"

[ "Daniel's illness and the related development excused Paul from his obligations to deliver the cards on or before December 15.", "Prompt notice by Daniel to Paul of Daniel's recovery from illness was an implied condition of Paul's duty under the circumstances.", "Paul was under a duty of immediate performance of his promise to deliver the cards on or before December 15 by reason of the express language of the contract and despite the illness of Daniel and the related developments.", "Daniel's conduct after his illness constituted a waiver of the necessity of Paul's performing on or before December 15." ]

（C）

"Davis decided to kill Adams. He set out for Adams's house. Before he got there he saw Brooks, who resembled Adams. Thinking that Brooks was Adams, Davis shot at Brooks. The shot missed Brooks but wounded Case, who was some distance away. Davis had not seen Case. In a prosecution under a statute that proscribes any attempt to commit murder, the district attorney should indicate that the intended victim(s) was/were"

[ "Adams only.", "Brooks only.", "Case only.", "Adams and Brooks" ]

（B）

"A state statute requires any person licensed to sell prescription drugs to file with the State Board of Health a report listing the types and amounts of such drugs sold if his or her sales of such drugs exceed $50,000 during a calendar year. The statute makes it a misdemeanor to "knowingly fail to file" such a report. Nelson, who is licensed to sell prescription drugs, sold $63,000 worth of prescription drugs during 1976 but did not file the report. Charged with committing the misdemeanor, Nelson testifies that he did a very poor job of keeping records and did not realize that his sales of prescription drugs had exceeded $50,000. If the jury believes Nelson, he should be found "

[ "guilty, because this is a public welfare offense. ", "guilty, because he cannot be excused on the basis of his own failure to keep proper records. ", "not guilty, because the statute punishes omissions and he was not given fair warning of his duty to act. ", "not guilty, because he was not aware of the value of the drugs he had sold" ]

（D）

"Pam and Dora own adjoining lots in the central portion of a city. Each of their lots had an office building. Dora decided to raze the existing building on her lot and to erect a building of greater height, and she received all governmental approvals required to pursue her project. There is no applicable statute or ordinance (other than those dealing with various approvals for zoning, building, etc.)"Assume that no problems with subsidence or other misadventures occurred during construction of Dora's new building. However, when it was completed, Pam discovered that the shadow created by the new higher building placed her building in such deep shade that her ability to lease space was diminished and that the rent she could charge and the occupancy rate were substantially lower. Assume that these facts are proved in an appropriate action Pam instituted against Dora for all and any relief available. Which of the following is the most appropriate comment concerning this lawsuit?"

[ "Pam is entitled to a mandatory injunction requiring Dora to restore conditions to those existing with the prior building insofar as the shadow is concerned.", "The court should award permanent damages, in lieu of an injunction, equal to the present value of all rents lost and loss on rents for the reasonable life of the building. ", "The court should award damages for losses suffered to the date of trial and leave open recovery of future damages.", "Judgment should be for Dora, because Pam has no cause of action." ]

（D）

"Testator, whose nephew Bypast was his only heir, died leaving a will that gave his entire estate to charity. Bypast, knowing full well that Testator was of sound mind all of his life, and having no evidence to the contrary, nevertheless filed a suit contesting Testator's will on the ground that Testator was incompetent when the will was signed. Craven, Testator's executor, offered Bypast $5,000 to settle the suit, and Bypast agreed. If Craven then repudiates the agreement and the foregoing facts are proved or admitted in Bypast's suit against Craven for breach of contract, is Bypast entitled to recover under the prevailing view?"

[ "Yes, because the Bypast-Craven agreement was a bargained-for exchange. ", "Yes, because the law encourages the settlement of disputed claims. ", "No, because Bypast did not bring the will contest in good faith. ", "No, because an agreement to oust the court of its jurisdiction to decide a will contest is contrary to public policy" ]

（C）

"Smith is a new lawyer who has three clients, all of whom are indigent. To improve the appearance of his office, he decided to purchase some new furniture and to pay for it out of future earnings. Wearing an expensive suit borrowed from a friend, Smith went to a furniture store and asked to purchase on credit a desk and various other items of furniture. Smith told the store owner that he was a very able lawyer with a growing practice and that he expected to do very well in the future. The store owner agreed to sell him the items on credit, and Smith promised to make monthly payments of $800. Smith has never had an income from his practice of more than $150 a month. Smith's business did not improve, and he did not make any payments to the furniture store. After three months, the store owner repossessed the items. If Smith is charged with obtaining property by false pretenses, his best argument for being found NOT guilty would be that"

[ "even if he misled the store owner, he intended to pay for the items. ", "he did not misrepresent any material fact.", "the store owner got his property back and so suffered no harm.", "the store owner could have asked for payment in full at the time of the purchase." ]

（B）

"Beth wanted to make some money, so she decided to sell cocaine. She asked Albert, who was reputed to have access to illegal drugs, to supply her with cocaine so she could resell it. Albert agreed and sold Beth a bag of white powder. Beth then repackaged the white powder into smaller containers and sold one to Carol, an undercover police officer, who promptly arrested Beth. Beth immediately confessed and said that Albert was her supplier. Upon examination, the white powder was found not to be cocaine or any type of illegal substance. If Albert knew the white powder was not cocaine but Beth believed it was, which of the following is correct? "

[ "Both Albert and Beth are guilty of attempting to sell cocaine.", "Neither Albert nor Beth is guilty of attempting to sell cocaine.", "Albert is guilty of attempting to sell cocaine, but Beth is not. ", "Albert is not guilty of attempting to sell cocaine, but Beth is." ]

（D）