

The sections are in order from 1 to 4. There is a PDF table of contents to facilitate navigation between sections

Section 1: True/False

1. A promise is a declaration that something will or will not happen in the future.
 - **True**
2. Consideration is the value given in return for a promise in a contract.
 - **True**
3. At least in theory, Congress can regulate every commercial enterprise in the United States.
 - **True**
4. If there is a statute that prohibits a certain action, a contract to do it is unenforceable.
 - **True**
5. Under the Fourth Amendment, a general search warrant and a general search through a person's belongings are permitted.
 - **False**
6. A seller must warn those who buy a product of harm that could result from the foreseeable misuse of the product.
 - **True**
7. A suspect cannot be tried twice in the same court for the same crime.
 - **True**
8. The terms of a shrink-wrap agreement may be enforced in the same way as the terms of other contracts.
 - **True**
9. To avoid liability for negligence, a business owner must protect its patrons against all risks.
 - **False**
10. In a unilateral contract, communication of acceptance is unnecessary.
 - **True**
11. "Consideration" refers to the voluntary assent of all of the parties to a contract.
 - **False**
12. A contract must be in writing to be enforceable if it makes performance possible only over a period of more than one year.
 - **True**
13. Only private attorneys prosecute criminal defendants.
 - **False**

14. Contractual capacity refers to the legal ability to enter into a contract.
- **True**
15. Through tort law, society compensates those who suffer injuries as a result of another's wrongful conduct.
- **True**

Section 2: Multiple Choice

16. Mona offers Ned, a building inspector, money to overlook the violations in her new warehouse. Ned accepts the money and overlooks the violations. Mona is charged with the crime of bribery. The crime occurred when
1. Mona decided to offer the bribe.
 2. **Mona offered the bribe.**
 3. Ned accepted the bribe.
 4. Ned overlooked the violations.
17. Cynthia tells Darryl that she will deliver his boxes of Paradise Cookies as he directs. A declaration that one will do something in the future is part of the definition of
1. a prediction.
 2. a premise.
 3. a principle.
 4. **a promise.**
18. Kingston promises to pay Melina \$500 to install a sump pump in his warehouse. Melina completes the installation. The act of installing the pump
1. imposes a moral obligation on Kingston to pay Melina.
 2. imposes no obligation on Kingston unless he is satisfied with the job.
 3. is not sufficient consideration because it is not goods or money.
 4. **is the consideration that creates Kingston's obligation to pay Melina.**
19. Reusable Energy Corporation regularly expresses opinions on political issues. Under the First Amendment, corporate political speech is
1. discouraged.
 2. forbidden.
 3. **protected.**
 4. required.
20. Obie accuses Portia, a broker with QT Financial Services, of fraudulently inducing him to invest in Riske Development Company, whose stock price declines in value. The reliance that gives rise to liability for fraud requires
1. a subjective statement.
 2. **misrepresentation of a fact knowing that it is false.**
 3. puffery.
 4. seller's talk.

21. Alan, the president of Bayside Investments, Inc., and Colin, Bayside's accountant, are charged with a crime, after the police search Bayside's offices. Under the exclusionary rule
1. certain Bayside records are excluded from subpoena.
 2. certain parties to a criminal action may be excluded from a trial.
 3. **illegally obtained evidence must be excluded from a trial.**
 4. persons who have biases that would prevent them from fairly deciding the case may be excluded from the jury.
22. Clarice pays Damien \$10,000 to design an ad campaign for her Sweetwater Coffee Stand chain. The next day, Damien tells Clarice that he has accepted a job in New York and cannot design her campaign. She files a suit against Damien. As compensatory damages, she can recover
1. \$100,000.
 2. **\$10,000.**
 3. \$1,000.
 4. \$0.
23. Century Properties, Inc., and Broadview Capital Corporation enter into a contract for a sale of land. To be enforceable, the contract must be in writing if the land is valued at
1. \$50.
 2. \$500.
 3. \$5,000.
 4. **\$50, \$500, or \$5,000.**
24. Olga, a salesperson for Pre-owned Cars & Trucks, Inc., tells Quincy, "This is the best car I've ever seen." This statement is
1. an express warranty.
 2. an implied warranty.
 3. a warranty of title.
 4. **puffery.**
25. Leah gains access to government records and alters certain dates and amounts in her favor. This is:
1. Embezzlement
 2. **Forgery**
 3. Larceny
 4. No crime

Section 3: Extra Credit

Column A	Column B
Commerce Clause	Foundation for federal regulation
Cyber Crime	Improper use of internet
Capacity	Legal standing to enter into a contract
Conversion	Wrongful possession of property for profit
Counterclaim	Filed by defendant against plaintiff

Section 4: Essay Questions

1. What are the four (4) basic elements to the formation of a valid contract?

The four basic elements in the formation of a valid contract are agreement, capacity, consideration, and intention. An agreement has itself two parts; the offer, and the acceptance. Capacity means that the people forming the contract must have the legal ability to understand the contract and any obligations it creates. Children and people suffering from certain medical issues are do not have the capacity to enter into a contract. Consideration is something of value that is exchanged to "seal the deal." Intention means that the parties involved in the contract all wanted to and intended to enter into the contract. Someone cannot be tricked into signing a contract.

2. What is the difference between an "exempt" and "non-exempt" employee under federal labor law?

The biggest difference between exempt and non-exempt employees is that non-exempt employees qualify for overtime pay over 40 hours per workweek at 1.5 times their normal rate. Most non-exempt employees are paid hourly wages while most exempt employees are paid salaries.

3. Name and explain five (5) types of discriminatory protection that exist for workers in the USA under Title VII of the Civil Rights Act of 1964?

The five types of discriminatory protection that exist for workers in the USA under Title VII of the Civil Rights Act of 1964 are race, color, religion, sex, and national origin.

Definitions are from Oxford Languages unless otherwise stated

Race: "each of the major groupings into which humankind is considered (in various theories or contexts) to be divided on the basis of physical characteristics or shared ancestry."

Color: pigmentation of the skin, especially as an indication of someone's race.

Religion: the belief in and worship of a superhuman controlling power, especially a personal God or gods.

Sex: either of the two main categories (male and female) into which humans and most other living things are divided on the basis of their reproductive functions.

National origin: The country in which a person was born

With the exception of religion, all of these are inherent traits that cannot be changed.

4. What is the employment “at will” doctrine?

"At-will" employment is employment that lasts an indefinite amount of time and employment can be terminated by the employer or employee at any time. All states in the United States have at-will employment except for Montana. Most other countries do not have at-will employment.

5. What is the difference between an employee and an independent contractor?

An independent contractor and an employee can both do work for a company. The company withholds taxes, Medicare, and Social Security from wages paid for the employee but not the independent contractor. The independent contractor is also not subject to employment or labor laws. In addition, employees are paid on a regular schedule while independent contractors are only paid once they submit an invoice to their client.