

### MGT388\_Law\_MCQ (Partially)

1. What is the general rule about when **acceptance** takes place?

A: When it is received by the offeror

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2. An **advertisement** will generally:

A: Amount to ( 相当于 ) no more than an invitation to treat

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3. Generally **acceptance** is effective:

A: When the party to whom the offer was made communicated their (unequivocal assent) 明确同意

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4. Where the party accepting seeks to add terms to the agreement it will considered to be:

A: A counter offer

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5. Which one of the following statements is NOT true of **acceptance** of an **offer**?

A: Acceptance must be in writing

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6. **Affirmation** (批准) will occur:

A Only where the parties have communicated a wish to continue with their contractual obligations

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7. Where the parties to a contract make a genuine attempt in the contract to quantify the level of damages payable on **breach**, this is known as?

A: Liquidated damages (违约金)

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8. Which of the following cannot generally be claimed on **breach** of contract?

A: Profits made by the contract breaker

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9. The effects of the **breach** of which of the following depend on the seriousness of the breach and its consequences?

A: An innominate term (匿名条款)

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10. If there is a change in circumstances so that continued performance of a contractual obligation would be radically different from what the parties anticipated (预料), it may well be that the **contract** has been **discharged** by:

A: Frustration

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11. What is meant by the **cost of cure** when assessing damages?

A: The cost of remedying the defective performance

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12. **Consideration**:

A: Has to be something of value in the eye of the law

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13. In contract law, which of the following best defines **consideration**?

A: A benefit given by one party or detriment suffered by another

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14. **Copyright** protects:

A: The form of expression not the underlying idea

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15. A **counter offer** will:

A: Bring the original offer to an end

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16. Which of the following sets out the **five traditional elements** of a valid contract?

A: Offer, acceptance, consideration, intention to be legally bound & certainty of terms.

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17. In order for there to be a **breach of copyright**:

A: The copy may be transient or temporary

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18. **Copyright** subsists on (存在):

A Creation (in a fixed form) of a literary, dramatic or musical work

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19. **Copyright** in a literary work normally lasts for:

A: Life of the creator plus 70 years

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20. If the parties to an **existing contract** wish to **change**, or vary any aspect of that contract:

A: It will be a counter offer

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21. A **counter offer** is:

A The variation of an existing contract

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22. In deciding **contract cases** the courts will:

A: Look to the decisions made in previous cases on like facts

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23. In order for there to be a **breach of copyright**:

- A: a the copying must be entirely deliberate  
b there has to be a causal link between the two works in that one is derived from another  
c the copyright holder must have consented  
d **none of above**
- =====

24. The terms of a **contract**:

A: Must be incorporate (纳入) in to the contract

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25. The **terms** of a contract are:

A: The detailed obligations which the parties have agreed upon

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26. What is meant by the **duty of a claimant** (原告) to **mitigate** (减轻) his loss?

A: That the claimant must try to reduce his or her loss where possible

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27. In **English law** the significance of cases is that:

A: They are where we find the law

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28. **English law** is to be found in:

A: Cases and legislation ( 案件和立法 )

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29. A valid contract in **English law**:

- A: a Must be in writing  
b Must be verbal

- c Must be by deed
- d May be any of the above

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30. A **contract** will be considered to have been **frustrated** in the following circumstances:

A: The object of the contract has been destroyed

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31. The **inventive step** 创造性 ) requirement is met by:

A: A technological advance which would have been non-obvious to a person skilled in the relevant art

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32. **Intention to create legal relations:**

A: Is presumed ( 假定 ) in the case of business dealings

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33. The **law reform** (Frustrated Contracts) Act 1943 is particularly significant because:

A: It gives the courts discretion in relation to allocating the financial consequences of the frustrating event.

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34. Section 2(2) **Misrepresentation Act 1967** gives the court discretion to do what?

A: Award damages in (lieu of rescission ) 代替撤销

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35. There are three types of **misrepresentation** in law which one of the following is not a type of misrepresentation?

A: Truthful

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36. Statements of opinion are generally not capable of constituting a **misrepresentation** except where?

A: They are made by an expert

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37. In an actionable **misrepresentation**:

A: The misrepresentation must have induced the party to enter into the contract

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38. An actionable **misrepresentation** will require evidence of:

A: A false statement (虚假陈述) of fact, which induces the other party to enter in to the contract

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39. **Acceptance**:

A: Is an (unequivocal assent) to the offer

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40. An **advert** is generally:

A: An invitation to treat

=====

41. **Novelty** can be destroyed:

A: all the above.

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42. An **offer** is:

A: An indication of a willingness to be legally bound on certain terms.

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43. An **offer** is only affective:

A: When communicated.

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44. **Affirmation** will occur:

A: Only where the parties have communicated a wish to continue with their contractual obligations.

45. Where the parties to a contract make a genuine attempt in the contract to quantify the level of damages payable on **breach**, this is known as...?

A: liquidated damages.

=====

46. Which of the following cannot generally be claimed on **breach** of contract?

A: Profits made by the contract breaker.

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47. The effects of the **breach** of which of the following depends on the seriousness of the breach and its consequences?

A: An innominate term

=====

48. If there is a change in circumstances so that continued performance of a

contractual obligation would be radically different from what the parties anticipated, it may well be that the **contract** has been **discharged** by:

A: Frustration.

=====

49. A **patent**:

Can protect the technical results of inventive research and development

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50. **Patents** can (normally) last for a maximum of:

A: 20 years

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51. In order to be granted the **patent** application must disclose:

A: Enough information that the invention can be worked by a skilled person

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52. **Patent claims** define the extent of:

A: the extent of protection that is granted

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53. **Patents** will not be granted over (excluded categories) of subject matter which include:

A: aesthetic creations

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54. A **patent** effective in the UK cannot be granted:

A: By the US patent office

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55. Which of the following statement about **patents** is true:

A: They last for 20 years grant without the need for renewal under normal circumstances

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56. In a **Trade Mark** infringement action which of the following is true:

A: the burden of proof lies on the claimant to prove infringement.

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57. **Trade secrecy** is routinely used to protect

a. Discoveries made by development companies

- b. The trading performance of private companies
  - c. Methods of manufacture/composition of novel materials
  - d. All of the above
- =====

58. An Ltd sends B a **brochure** with details of widgets which are for sale at \$15 each. Which one of the following is correct?

A: This constitutes an invitation to treat by A Ltd.

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59. In Krell v Henry, the contract for the hire of a room to view the King's Coronation was **frustrated** because:

A: The commercial purpose of the contract had been frustrated

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60. A **Trade Marks** is comprised of a sign which must be:

A: Capable of being represented graphically

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61. **Trade Marks:**

A: Prevent traders using another's Trade Mark to mislead the public about the source of origin of goods or services

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62. In order for a **Trade Secret** to be protected:

A: All of the above

63. A variation in **terms**:

A: Indicates that the parties have renegotiated part of their contract

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64. **Trade Secrecy** is routinely used to protect:

A: Innovative ideas that are being generated/prepared with a view to patenting before exploitation.

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65. A **Trade Mark**:

A: Can protect logos and other devices used to market goods or services

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66. In order to prove **passing off** has occurred:

A: the claimant must show that the defendant has acted dishonestly in the course of trade.

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67. When assessing whether one of the parties should **pay damages** the courts will consider

- a. Causation
- b. Contributory negligence
- c. Remoteness
- d. **All of the above**

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68. In order to be granted a **Trade Mark** must:

A: Be capable of distinguishing goods or services.

69. An individual's contract of employment will normally impose an obligation of confidence on employees. A **Trade Secret** that always be covered and that may never be disclosed on leaving the employment is:

A: Any information they understood to be (highly confidential) which the employer restricts access to and clearly identifies as being "top secret"

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This is only partially test quiz, hope you all doing best can do.

The end.