

Multiple Choice Questions (Enter your answers on the enclosed answer sheet)

1. When is a criminal said to be judgment proof?
 - a. when the criminal has not been read his Fifth Amendment rights prior to his arrest
 - b. when the criminal does not have the money to pay a civil judgment
 - c. when the criminal is found to be unfit to go to prison
 - d. when the criminal has been deemed to be insane

2. A(n) _____ is a document for a person's detainment that is based on a showing of probable cause that the person committed a crime.
 - a. arrest warrant
 - b. possessory warrant
 - c. no-knock warrant
 - d. execution warrant

3. _____ is defined as the substantial likelihood that a person either committed or is about to commit a crime.
 - a. Preponderance of the evidence
 - b. Reasonable doubt
 - c. Probable cause
 - d. Reasonable suspicion

4. Which of the following is a difference between indictments and information statements?
 - a. Indictments are issued before a trial, while an information statement is issued after a trial.
 - b. Indictments are issued by a grand jury, while an information statement is issued by a magistrate.
 - c. Information statements are issued to dismiss a case before it goes to trial, while an indictment is issued to bring a case to trial.
 - d. Information statements are issued without determining guilt, while an indictment is issued where guilt is evident.

5. A(n) _____ is a charge of having committed a crime, usually a felony, based on the judgment of a grand jury.
 - a. arraignment
 - b. information statement
 - c. indictment
 - d. plea

6. At what stage of the criminal procedure is the accused asked to enter a plea?
 - a. when the accused is taken to an arraignment
 - b. while an indictment or information statement is being issued
 - c. when the accused is being booked
 - d. when the accused is being arrested

7. Which of the following is a necessary condition for a contract to be considered valid?
 - a. It can be voided by both parties.
 - b. It can be voided by one of the parties.
 - c. It is enforceable by both parties.
 - d. It is enforceable by at least one of the parties.

8. While Harry was intoxicated, he sold his car to Ben for substantially less than its fair market value. This contract is considered _____.
 - a. valid
 - b. voidable
 - c. void
 - d. unenforceable

9. Noelle uses blackmail to force Jeff to sign a contract for the sale of his home. This contract is _____.
 - a. unenforceable
 - b. valid
 - c. void
 - d. voidable

10. If a contract is required to be in writing under the Statute of Frauds but is not, the contract is _____.
 - a. executed
 - b. unilateral
 - c. unenforceable
 - d. formal

11. A contract that has been fully performed by one party but not by the other party is a(n) _____ contract.
- a. void
 - b. voidable
 - c. executory
 - d. executed
12. Elizabeth signs a contract to purchase a new car from Quickcash Motors. She has not yet paid for the car, and Quickcash Motors has not yet delivered the car to Elizabeth. This is an example of a(n) _____ contract.
- a. unenforceable
 - b. executory
 - c. void
 - d. executed
13. Most Web pages use electronic ordering systems that do not have the ability to evaluate and accept _____.
- a. counteroffers
 - b. e-licenses
 - c. e-signatures
 - d. biometric data
14. The _____ establishes a uniform and comprehensive set of rules that govern the creation, performance, and enforcement of computer information transactions.
- a. CAN-SPAM Act
 - b. UCITA
 - c. ECPA
 - d. ACPA
15. Which of the following is true of the UCITA?
- a. It establishes a uniform set of rules that prohibit all forms of cybersquatting.
 - b. It establishes the Statute of Frauds for all online content.
 - c. It aims at eliminating all domain names registered in bad faith.
 - d. It becomes a law only when a state legislature enacts it as a statute.

16. A _____ refers to a contract that transfers limited rights in intellectual property and information rights.
- a. contract
 - b. tender
 - c. license
 - d. domain name
17. A _____ is an owner of intellectual property or information rights who transfers rights in the property or information to another party.
- a. lessor
 - b. lessee
 - c. licensee
 - d. licensor
18. A _____ refers to a party who is granted limited rights in or access to intellectual property or information rights owned by another party.
- a. lessor
 - b. lessee
 - c. licensee
 - d. licensor
19. The UCC rule that says that a merchant who offers to buy, sell, or lease goods and gives a written and signed assurance on a separate form that the offer will be held open cannot revoke the offer for the time stated or, if no time is stated, for a reasonable time is referred to as the _____.
- a. gap-filling rule
 - b. firm offer rule
 - c. mirror-image rule
 - d. open term rule
20. A contract is created when _____.
- a. the acceptance has been received by the offeror
 - b. an acknowledgement is sent by the offeror to the offeree of receiving an acceptance
 - c. the offeree sends an acceptance to the offeror
 - d. a written acceptance has been passed between the offeror and the offeree

21. According to the mirror image rule, which of the following is true of additional terms being added in an acceptance?
- They are considered to be counteroffers.
 - They can be added when the sale is between a merchant and a non-merchant.
 - They can be added to the contract without the consent of the offeror.
 - They are considered to constitute acceptance.
22. The _____ requires all contracts for the sale of goods costing \$500 or more and lease contracts involving payments of \$1,000 or more to be in writing.
- parol evidence rule
 - open price term
 - firm offer rule
 - Statute of Frauds
23. Kimberley, a merchant seller in Kansas, had an oral contract to sell goods to Jane, a merchant buyer in Memphis, for \$100,000. Two days after contracting, Kimberley sends a sufficient written confirmation to Jane of the agreed-upon transaction. Jane, who has reason to know the contents of the written confirmation, fails to immediately object to the contents of the confirmation. Two weeks after receiving the written confirmation, Jane receives delivery of the goods from Kimberley, and Jane then sends an objection to the written confirmation to Kimberley. Which of the following is true of the contract between Kimberley and Jane?
- The Statute of Frauds can be raised against the contract because a letter of objection was sent to the offeror.
 - The offer is valid as the offeree knew the contents of the confirmation and did not object within 10 days.
 - The contract is void as the offeror did not receive a letter of confirmation from the offeree for delivery.
 - The Statute of Frauds can be raised because the offeree did not sign the contract.
24. Which of the following is an accurate statement regarding the risk of loss in a shipment contract after the seller delivers conforming goods to the carrier?
- The seller bears the risk of loss during transportation.
 - The buyer bears the risk of loss during transportation.
 - The seller and the buyer equally bear the risk of loss during transportation.
 - The seller bears one-third of the risk of loss and the buyer bears two-thirds of the risk of loss during transportation.

25. Which of the following is an accurate statement regarding the risk of loss in a destination contract after the seller delivers conforming goods to the carrier?
- a. The seller bears the risk of loss during transportation.
 - b. The buyer bears the risk of loss during transportation.
 - c. The seller and the buyer equally bear the risk of loss during transportation.
 - d. The buyer bears one-third of the risk of loss and the seller bears two-thirds of the risk of loss during transportation.