55. Valerie was unaware that it was a crime to put false numbers on her State of Anystate tax return. She hired Accountant to complete the tax form, and Accountant put in incorrect numbers, which Accountant knew to be incorrect. The law in Anystate was that that if someone put a knowing falsehood on his or her tax return, he or she would be liable for tax fraud. Before Accountant sent in Valerie’s tax return, Accountant mistakenly threw the return in the wastebasket. If Valerie is prosecuted in Anystate for attempted tax fraud, what would be her best defense? A. That Valerie was operating under a mistake of law. B. That it was factually impossible to commit the crime. C. That Accountant should be prosecuted for attempted tax fraud, and not Valerie. D. That Valerie lacked the requisite mental state.

56. Morgan and Steven were adults who occasionally gave into adolescent tendencies by racing their mopeds. One day, they decided to race along the riverfront on a blacktop path which had the following town ordinance posted along it: “Absolutely no travel permitted along the path via use of motorized transport.” Their mopeds were capable of being either pedaled or motor-driven, and that day they were riding in the pedaling mode. As they raced their mopeds, Steven lost his balance, and slid off of the blacktop onto a nearby grassy area, where Samuel was playing nearby. Steven’s moped slammed into Samuel, causing personal injuries to Samuel. Samuel later asserted that Steven was negligent per se in a lawsuit to recover for his (Samuel’s) injuries. What is the most probable result regarding whether or not Steven was negligent per se? A. Steven was negligent per se, because the town ordinance was meant to protect against the type of injury Samuel incurred. B. Steven was not negligent per se, because Steven was pedaling his moped without the motor running. C. Steven was negligent per se, because Samuel was a member of the class of persons intended to be protected by the ordinance. D. Steven was not negligent per se, because he had regularly engaged in the same activity many times without incident.

57. Franklin often jogged while wearing a radio Walkman. One day, he turned the volume on the Walkman up very high when he decided to go jogging. As he crossed the street at one corner, he did not hear the screeching brakes and blaring horn from the direction of Emma’s automobile. Emma often drove over the speed limit, and she was driving at fifteen miles over the speed limit when she saw Franklin run out into the street in a residential part of town. She immediately hit her brakes and sounded her horn when she saw Franklin, but Franklin did not hear the horn or screeching of brakes because of the loudness of his Walkman. Just before Emma’s automobile got to Franklin, he saw the automobile, and jumped out of the way. However, he suffered injuries from the quick jump. If Franklin brings suit against Emma in negligence, and it is shown that Emma was negligent in driving over the speed limit, what result concerning possible defenses is the most probable? A. That Franklin was contributorily negligent, and thus his damages would be reduced according to his level of fault. B. That Franklin was not contributorily negligent, if Emma had the last clear chance to avoid driving so close to Franklin, causing him to attempt to immediately jump out of the way. C. That Franklin was comparatively negligent and barred from bringing a negligence suit against Emma. D. That Franklin was not comparatively negligent, because Emma herself was driving above the speed limit.

58. Victoria and Laura were friends. One day Victoria asked Laura to assist in the theft of jewelry from a local jewelry store. Laura declined to participate in the crime that Victoria described as a plan by Victoria to secretly shoplift jewelry while Laura would distract the storeowner. Instead, she (Laura) called Jewelry Store Owner and told him about Victoria’s criminal scheme. Jewelry Store Owner did not call the police because he did not believe Laura. Subsequently, Victoria decided to perpetrate the crime herself by boldly entering and breaking open a jewelry case, grabbing the contents, and quickly running out of the store. Victoria went to Jewelry Store Owner's jewelry store at the planned time, and attempted to steal jewels from the jewelry store. Victoria broke open the glass jewelry case. Shards of glass from the broken jewelry case flew over and struck Customer, causing Customer personal injury. If Customer brings a cause of action against Jewelry Store Owner in negligence, what is the most likely decision as regards proximate cause? A. There is no proximate cause, because the criminal activity of Victoria was an intervening event that broke the chain of causation. B. There is no proximate cause, because it was not foreseeable to Jewelry Store Owner that Victoria would break the glass jewelry case in the perpetration of the crime. C. There is proximate cause, but Customer assumed the risk of being hurt when she visited the jewelry store. D. There is proximate cause, because Jewelry Store Owner was aware of the criminal plan of Victoria at the time Customer visited the jewelry store.

 59. Street Seller offered Pedestrian two necklaces that Pedestrian could purchase. Street Seller told Pedestrian that she was offering a great deal to Pedestrian, at a bargain price. However, Street Seller told Pedestrian that the offer to purchase the necklaces had to be accepted immediately. Necklace A was offered to Pedestrian for $15, and Necklace B was offered to Pedestrian for $50. Pedestrian could purchase either, or both, necklaces. Pedestrian accepted the offer to buy Necklace B for $50, paid $50 and received Necklace B, and then walked away. An hour later, Pedestrian came back and tendered $15 to Street Seller stating that she was buying Necklace A for $15. However, Street Seller refused to take the $15 and stated she would only sell Necklace A to Pedestrian for $25. Was Street Seller obligated to sell Necklace A to Pedestrian for $15 when Pedestrian attempted to purchase it? A. No, because the offer by Street Seller to sell Necklace A to Pedestrian for $15 was no longer a valid offer at the time that Pedestrian tried to buy Necklace A. B. Yes, because it was legally unconscionable for Street Seller to put so much time pressure on Pedestrian to make up Pedestrian’s mind. C. No, because the offer by Street Seller to sell Necklace A to Pedestrian was not in writing. D. Yes, because both Necklace A and Necklace B were included in the original offer by Street Seller to Pedestrian.

60. Jewel was a film student who decided to sell her movie projection system to raise money to pay for tuition. Jewel sent a letter to Grocery Store Owner stating that, “If you (Grocery Store Owner) would like to buy my state-of-the-art movie projection system, I will sell it to you for $5,000. Further, I will keep the offer open for sixty days from today, January 10, so that you can have plenty of time to think about the offer.” A week later, on January 17, Jewel saw Grocery Store Owner on the street. Jewel told Grocery Store Owner that she (Jewel) was retracting the offer, and did not want to sell the movie projection system to Grocery Store Owner, because she was selling it to someone else at a higher price. On January 18, Grocery Store Owner wrote a letter to Jewel stating that, “I am still thinking about your offer to buy the movie projection system. Please see enclosed check for $100 to hold the offer open for sixty days from January 10, so that I can make up my mind.” If Grocery Store Owner sues Jewel for breach of contract, what would be the most likely result? A. Judgment for Jewel, because she revoked the offer during her conversation with Grocery Store Owner on January 17. B. Judgment for Grocery Store Owner, because Jewel expressly stated that the offer would be held open for 60 days. C. Judgment for Jewel, because she got a better price than what she offered to Grocery Store Owner for the movie projection system. D. Judgment for Grocery Store Owner, because she gave consideration to Jewel on January 18 by paying $100 to Jewel.

61. Marcia claimed that she was acting in selfdefense when she struck Emil with a hammer, killing him instantly. Marcia’s story was that she was working making repairs on her home, when she was attacked by Emil and was forced to defend herself. In Marcia’s jurisdiction, murder is defined as the homicide of another human being, with malice, which is not justified, excused, or mitigated. How should the jury be instructed as to the burden of proof regarding Marcia’s claim that her killing of Emil was justified by self-defense? A. That Marcia must prove by clear and convincing evidence that she was acting in self-defense when she killed Emil. B. That Marcia must prove by a preponderance of evidence that she was acting in self-defense when she killed Emil. C. That the prosecution must prove by clear and convincing evidence that Marcia was not acting in self-defense when she killed Emil. D. That the prosecution must prove beyond a reasonable doubt the Marcia was not acting in selfdefense when she killed Emil.

62. Calvin told his friend Hannah that if she could climb Mount Everest, he would give her $25,000. To bind the agreement, Hannah gave Calvin $100 which he accepted. Six months later, Hannah successfully climbed Mount Everest. Unfortunately, before she had successfully climbed Mount Everest, Calvin had died. When Hannah tried to recover the money from Calvin’s estate, the estate administrator refused to honor the claim on the basis that: (1) no contract existed and that even if it did, (2) the contract was oral and unenforceable without sufficient written proof. If Hannah goes to court to enforce the promise made by Calvin, what is the most probable result? A. Denied, because the offer terminated at Calvin’s death. B. Denied, because the contract would fail under the Statute of Frauds. C. Granted, because Calvin's promise was supported by consideration. D. Granted, because Calvin was sincere about his promise.

63. Baxter was hurt by the proven negligence of Dowd. If Baxter brings suit against Dowd in negligence, which of the following is the most probable? A. If Baxter assumed a risk in the situation with Dowd, then Baxter’s damages would be reduced accordingly. B. If Baxter was found to be contributorily negligent, then Baxter’s damages would be reduced accordingly. C. If Baxter did not have the last clear chance to avoid the injury, then Baxter’s damages would be reduced accordingly. D. If Baxter is proven to be comparatively negligent, then Baxter’s damages would be reduced accordingly.

64. Opal visited the rodeo and watched all of the cowboys compete in dangerous situations. After the competitive portion of the rodeo, Rodeo Manager asked if people from the audience would like to ride a horse that was not fully tame. Rodeo Manager pointed out that while the horse often did not pose a problem to riders, every once in awhile the horse would buck, and throw the rider to the ground. Some audience members rode the horse without incident. Rodeo Manager specifically then asked Opal if she would like to ride the horse. Opal replied that she was afraid, but since Rodeo Manager had specifically asked her, Opal would try and ride the horse. Opal did not sign a waiver of liability before riding the horse. While riding the horse, Opal was thrown from the horse and landed on the hard ground, suffering injuries to her arms and legs. If Opal sues Rodeo Manager seeking damages, what would be the probable result if Rodeo Manager asserts that Opal had assumed the risk of riding the horse? A. Judgment for Opal, because Opal did not sign a waiver of liability. B. Judgment for Opal, because Rodeo Manager specifically asked Opal if Opal would like to ride the horse. C. Judgment for Rodeo Manager, because the horse was not sure to throw every rider. D. Judgment for Rodeo Manager, because Opal knew about the potential wildness of the horse, and Opal voluntarily decided to ride the horse.

65. Estate Owner, who owned a large estate, invited Friend over to her house to watch a sporting event. Within the course of watching the game, they became upset at each other because they were rooting for different teams. When Estate Owner’s team lost, she became very upset; she disabled the telephone system and left the house saying, “Friend, you can just stay here and enjoy the victory of your team, but I am leaving. You can eat what you would like, and walk the grounds, but I am locking the gate when I leave, so that you cannot leave until I return.” Estate Owner left the house and locked the main gate. It was impossible for Friend to leave the estate because of the high wall surrounding the estate. After Estate Owner left, Friend raided the kitchen and took a swim in the pool. When Estate Owner returned several hours later Estate Owner apologized to Friend, unlocked the main gate, and allowed Friend to leave. Later, Friend brought an appropriate action against Estate Owner. What is the most likely result? A. Estate Owner is liable, because she intentionally confined Friend to a bounded area. B. Estate Owner is not liable, because Friend enjoyed herself and suffered no real harm. C. Estate Owner is liable, because she should not have left Friend alone in a large house. D. Estate Owner is not liable, because Friend was not confined within a bounded area but instead enjoyed full access to a large estate.

66. Thief and Bandit decided to steal priceless gems from the Jewelry Store. Pretending as though they had weapons under their coats (even though they had no weapons), they entered the Jewelry Store, and convinced the Manager to fill a bag full with priceless gems. Thief picked up the bag and both Thief and Bandit exited the store. While on the street outside of the Jewelry Store, Thief put the bag down to rest a moment. When he picked it back up, he swung it over his shoulder. As he swung the bag full of gems over his shoulder, the bag struck Manager (who had left the store to try to capture the thieves) in the head, causing the death of Manager. If Bandit is charged with murder in a common law jurisdiction, should the court sustain the charge? A. No, because Thief and Bandit had already completed the crime by leaving the Jewelry Store. B. Yes, because Bandit was negligent in deciding to steal gems with Thief. C. No, because Thief and Bandit did not actually have any deadly weapons and had no intent to kill anyone. D. Yes, because Manager’s death occurred during while Thief and Bandit were stealing the gems.

67. Security Guard was angry that she did not get paid more by her employer, Company. One evening, Prowler broke into the offices of Company, and located a safe containing money. Before Prowler actually opened or removed any money from Company’s safe, she (Prowler) was startled when Security Guard turned on the lights. Security Guard asked Prowler what Prowler was intending to do. Prowler responded that she intended to take money from Company’s safe.Security Guard started to laugh, remarking to Prowler that Company was so cheap regarding her (Security Guard’s) salary, that Company deserved to have their safe broken into. Instead of taking Prowler into custody, Security Guard turned off the lights, and left the office that Prowler was in. Prowler then opened the safe and stole the money in the safe. If Security Guard is prosecuted for theft as an accomplice for aiding and abetting Prowler in the commission of a crime, what would be the most probable result? A. Not guilty, because Security Guard took no affirmative action to assist Prowler in the commission of the theft. B. Not guilty, because Security Guard did not enter into an agreement with Prowler to commit an unlawful act. C. Guilty, because Security Guard laughed and left the office when hearing about the criminal intentions of Prowler. D. Guilty, because Security Guard was not justified to take action against Company simply because Security Guard felt that she was not paid enough in salary.

68. George and Gilda signed a contract that stated that George would buy Gilda’s land for $10,000. The contract also stated that if, within one year, George was able to find more than one million gallons of oil on Gilda’s land, then George would owe Gilda another $500,000 for the land. George then paid Gilda $10,000 for the land. After one year of drilling, George did not find any oil on the land. Gilda then brought suit to collect the additional $500,000. What would be the most probable result of Gilda’s suit to collect the additional $500,000 from George? A. Judgment for Gilda, because it was an impossibility for her to know with certainty whether or not the land contained oil. B. Judgment for George, because his duty to perform was extinguished by the nonoccurrence of a contract condition. C. Judgment for Gilda, because she lacked the capacity to know whether or not the land contained oil. D. Judgment for George, because they both signed a valid written contract pursuant to the dictates of the Statute of Frauds.

 69. Doctor decided to sell her vacation home to Accountant. Accountant and Doctor entered into a signed written agreement which stated that Accountant would buy Doctor’s vacation home for $125,000 if Inspector acknowledged that the vacation home passed various tests given by Inspector. Inspector's acknowledgement that the vacation home passed the tests would be considered which of the following? A. An implied condition precedent of Doctor’s duty to sell the vacation home. B. An express condition precedent of Accountant’s duty to pay Doctor for the vacation home. C. An express condition subsequent of Doctor’s duty to sell the vacation home. D. An implied condition subsequent of Accountant’s duty to pay Doctor for the vacation home.

70. Penelope wanted the type of motorcycle that Edgar owned. She approached Edgar and told Edgar that she would paint distinctive decals on his motorcycle, if Edgar would give her the motorcycle for a week. In truth, Penelope did not know how to paint decals on motorcycles, and she only wanted Edgar to give her the motorcycle so that she could ride away with it, and claim it as her own. Edgar, convinced that Penelope was telling him the truth, agreed to let Penelope have the motorcycle for a week. Penelope got on the motorcycle and drove it a couple of blocks towards her home, but then had a change of heart. She immediately returned the motorcycle to Edgar, and without explanation, she simply walked away. What crime is Penelope guilty of? A. Larceny by trick. B. Attempted larceny. C. Larceny D. Attempted larceny by trick.

71. Larry asked Manny to join in a criminal plan to defraud people of their money in a scheme that he intended to perpetrate two weeks in the future. Each man was to have separate responsibilities in the proposed plan. One of Manny’s responsibilities was to fund the plan by giving $2,500 to Larry for needed electronic equipment. Initially, Manny did not respond to Larry’s invitation to join the criminal plan. One week later, Manny gave $2,500 to Larry to buy the aforementioned equipment. Larry thanked Manny and told him that the $2,500 would allow them to further the goals of the plan. The following day, however, Manny asked for his $2,500 back. Larry reluctantly gave the money back to Manny. Manny then called the police, and informed them of Larry’s criminal plan, allowing the police to arrest Larry before continuing with his criminal plan. If Manny is charged with conspiracy in a common law jurisdiction, what is the most probable result? A. Manny is guilty of conspiracy, because he gave $2,500 to Larry to be used in the criminal plan. B. Manny is not guilty of conspiracy, because he never expressly agreed to commit the target crime. C. Manny is guilty of conspiracy, because he should have immediately rejected Larry's request for assistance. D. Manny is not guilty of conspiracy, because he renounced his participation in the criminal enterprise and informed the police with enough notice to effectively thwart the commission of the target crime.

72. Pilot was the pilot of a small plane. She was a daredevil, and always tried to do tricks with her plane. One day, while doing tricky flying maneuvers with her plane, she lost control of the plane. Pilot was able to get the plane back under control only at the last second before she landed on the airport runway. Airport Worker, not expecting an unscheduled landing from Pilot, was unable to run out of the way of Pilot’s plane. Pilot tried to veer her plane away from any people on the runway. However, Pilot’s plane hit Airport Worker, and Airport Worker was very seriously injured. If Pilot is prosecuted for the attempted murder of Airport Worker, what is the most probable result? A. Guilty, because Pilot operated her plane with reckless disregard for the safety of others. B. Guilty, because a plane is considered a lethal weapon when not handled with adequate caution. C. Not guilty, because Pilot did not enter into a zone of perpetration of the crime of attempted murder. D. Not guilty, because Pilot did not intend to kill Airport Worker.

73. Construction Worker bought a 50-foot ladder manufactured by Star Manufacturing, from Store Owner’s store. Construction Worker could have bought the same ladder from a different store in town, but she brought it from Store Owner because Store Owner was a friend of hers. While Day Laborer, who worked for Construction Worker, was using the ladder in an appropriate manner, a rung broke on the ladder, and Day Laborer fell and suffered personal injuries. The ladder had left Star Manufacturing’s plant with a manufacturing defect that caused the rung to break when Day Labor used it but the defect was not visible or apparent even on close inspection. If Day Laborer brings a strict liability action against Store Owner, what is the most probable result? A. Store Owner is not liable, because Day Laborer did not buy the ladder from Store Owner. B. Store Owner is liable, because Construction Worker bought a defective ladder from Store Owner. C. Store Owner is not liable, because the defect is attributable solely toStar Manufacturing, and the defect was not visible upon inspection. D. Store Owner is liable, but only if Store Owner represented that the ladder was adequate for the type of construction work in which Construction Worker was engaged.

74. Harriet entered into a contract with Ophelia which stated that Ophelia owed Harriet $250 for a bonus which was never paid. Ophelia did not pay the $250, and Harriet sued for breach of contract. What would be the best argument for Ophelia? A. That it was a mistake for Ophelia to enter into a contract with Harriet. B. That the agreement was not fully integrated. C. That Harriet had more capital than did Ophelia. D. That Harriet knew that Ophelia’s agent had already paid the bonus.

 75. Harley and Nancy were friends. Harley called Nancy and left Nancy a voice message stating that she (Nancy) could buy Harley's motorcycle for $4,000. Nancy later retrieved the message and after considering the offer from Harley, Nancy decided to buy Harley's motorcycle for $4,000. Nancy called Harley and left a message on Harley's telephone answering machine stating that she (Nancy) had decided to buy the motorcycle. Later that day, and without first hearing the telephone message from Nancy, Harley saw Nancy at the store. Harley then told Nancy that she (Harley) was taking back her offer to sell Nancy the motorcycle. Did Nancy validly accept Harley's offer? A. No, because Harley has the ability to revoke an offer as an offeror, and a revocation is effective as soon as it is received. B. No, because Harley did not hear Nancy’s telephone answering machine message before Harley revoked the offer. C. Yes, because Harley could not validly withdraw an offer without talking to Nancy first, since Nancy was technically an offeree. D. Yes, because Nancy's telephone voice-mail message was a valid acceptance that occurred before Harley tried to revoke the offer.

76. Customer purchased a lawnmower from Hardware Store. The engine on the lawnmower occasionally backfired a little, so Customer returned the lawnmower to Hardware Store for Hardware Store to repair it. Customer picked the lawnmower up from Hardware Store after Hardware Store had completed their repairs. However, when Customer again operated the lawnmower, the engine backfired strongly, and Customer was physically hurt. It was later found that even though Hardware Store had tried to repair the lawn mower and used their best efforts to do so, Customer was hurt because of a manufacturing defect that was present in the engine when the lawn mower left the manufacturer. If Customer sues Hardware Store based on strict liability, who will most likely prevail? A. Customer, because the lawn mower had a defective engine when Customer bought it. B. Hardware Store, because it will be indemnified by the lawnmower manufacturer. C. Customer, because she brought the lawn mower in for repairs and was aware of the defect. D. Hardware Store, because they used reasonable care in attempting to repair the lawnmower.

77. Walter walked onto Dexter’s property with the intent to take Dexter’s expensive lawn ornament, without Dexter’s knowledge or consent. The lawn ornament was fairly small, and Walter was fully capable of picking it up and walking away with it. As Walter was reaching over to pick up the lawn ornament, he saw that Dexter was home. Walter did not want to be seen taking Dexter's property. Therefore, Walter stood up without the lawn ornament and walked away. If Walter is prosecuted for attempted larceny, which of the following would be least important in establishing whether Walter had committed this crime? A. Whether Walter had sufficient mens rea to commit larceny. B. Whether Walter was in the zone of perpetration to commit larceny. C. Whether Walter had taken an overt act in furtherance of the larceny. D. Whether Walter had intended to use force against Dexter in furtherance of the larceny in case Dexter attempted to interfere.

 78. Lynn was prescribed new medication by her physician, and Lynn filled the prescription. She took the new medication for the first time, and it happened to be in the evening when she was positively intoxicated with the beautiful sunset. Soon she was giddy, and Lynn decided to take Neighbor’s expensive barbecue, and grill dinner on it. So, Lynn went into her Neighbor’s backyard, and took the barbecue without the consent or knowledge of Neighbor. Lynn then took the barbecue to Lynn’s house and used it to grill on. If Lynn is prosecuted for the larceny of Neighbor’s barbecue, which of the following would be Lynn’s best defense? A. That Lynn was involuntarily intoxicated by the sunset. B. That Lynn was not aware of the possible side effects of the medication. C. That Lynn was aware of the possible side effects of the medication, but tried to use the medication as a reasonable person would. D. That Lynn had not entered the dwelling house of Neighbor.

79. Calvin and Elmer entered into a valid written contract which stated in part that "Calvin was to pay Elmer $250 if Elmer won the town bicycle race wearing a shirt advertising Calvin's restaurant." Later, Elmer contacted Calvin's brother, Bruno, who warned Elmer that he (Bruno) did not believe that Calvin would pay the $250 even if Elmer did actually win the race wearing the shirt. Then, Bruno promised Elmer that if Calvin reneged on the contract, that he (Bruno) would pay the $250 to Elmer, just because it was the right thing to do. Sure enough, Elmer won the bicycle race wearing the proper shirt. Calvin refused to pay the $250. However, Bruno has also failed to pay the $250. If Elmer brings suit against Bruno for the $250 and succeeds it will most likely be because: A. Bruno had a moral obligation to pay the $250 as promised. B. Bruno's promise to Elmer was in a signed writing. C. Elmer owed a pre-existing duty to Calvin. D. The agreement was induced by fraud.

80. Mother asked Daughter if Daughter would go into the family business. At first, Daughter was reluctant to go into the family business, as Daughter wanted to strike out on her own. Then, Mother said that Mother would give Daughter a bonus of $7,500 annually for five years if Daughter entered the family business. Daughter agreed, and they both signed a written contract to the effect that for every year for the next five years that Daughter worked in the family business, Mother would give Daughter a $7,500 bonus, in addition to a regular monthly salary. Unfortunately, Mother died before the end of the second year. When Daughter tried to get Daughter’s bonus, Mother’s estate refused to give the bonus to Daughter. If Daughter brings an action against Mother’s estate to collect Daughter’s bonus, and the only defense raised is a lack of consideration, what would be the probable result? A. Judgment for Mother’s estate, because the $7,500 was promised only as a bonus. B. Judgment for Mother’s estate, Mother was not present to give out the bonus each year after the first year. C. Judgment for Daughter, because there was a bargained for exchange for Mother’s promise. D. Judgment for Daughter, because Daughter relied to her detriment on the offer from Mother.

81. David was an adult who enjoyed target shooting with slingshots. Slingshots are devices whereby a strong rubber band is pulled back, and then released, enabling a projectile to be shot through the air. David bought a new slingshot from Department Store. One day, David loaded the slingshot with pebbles, while target shooting metal cans off of a split rail fence. However, as David pulled the rubber band back fifteen inches to shoot a rather large rock instead of a pebble, the rubber band broke, and the rubber band struck him in his chest, causing personal injuries. If David brings an action in strict liability against Department Store, what fact, if proven, would be least helpful to David? A. The design of the slingshot was inherently more dangerous than an average consumer would expect. B. The risk of harm from using the slingshot was greater than the benefit that David might get from using the slingshot. C. The slingshot should have had a warning concerning appropriate use of the slingshot. D. David was an adult who was using a device (a slingshot) that usually is used by children.

82. Musician purchased a guitar at Music Store. Musician liked to camp in the woods while playing her guitar at the campfire. One evening, on a cold night, Musician sat quite close to the campfire. She was about to go to bed, and wanted to put an extra heavy log on the fire. However, since she did not want to get her hands cold by touching another log, Musician gently tried to use the guitar to roll a new heavy log on the fire. However, glue that held the guitar together had been weakened by Musician’s close proximity to the fire, and as Musician rolled a log with the guitar, the guitar burst into pieces. Splinters from the guitar caused personal injuries to Musician. If Musician sues Music Store in strict liability for defective product, what is the probable result? A. Judgment for Music Store, because they did not manufacture the guitar. B. Judgment for Music Store, because Musician tried to move a heavy log with the guitar. C. Judgment for Musician, because she purchased the guitar from Music Store. D. Judgment for Musician, because the weakening of the glue in the guitar helped cause her injuries.

83. In response to Retailer's order for shipment of 100 boxes of white T-shirts, Wholesaler shipped 100 boxes of T-shirts to Retailer. Ninety boxes of T-shirts were white, just as Retailer had ordered. However, ten boxes of the T-shirts were gray because Wholesaler "ran out" of white T-shirts and hoped that Retailer could sell the gray T-shirts. When Retailer opened the boxes she discovered the gray shirts. Retailer immediately called Wholesaler and said that she (Retailer) rejected the entire 100 boxes. Wholesaler replied that Wholesaler would not have any white T-shirts in stock for another two months. Did Retailer properly reject the entire shipment of T-shirts from Wholesaler? A. No, because Wholesaler substantially performed by sending ninety boxes of perfectly conforming Tshirts. B. Yes, because the gray T-shirts were nonconforming goods. C. No, because Retailer could only properly reject the ten boxes of T-shirts which were nonconforming goods and then give Wholesaler an opportunity to cure the defective performance. D. Yes, because Wholesaler did not properly accept Retailer's offer so no contract was ever formed.

84. Renee ordered 75 cartons of cigarettes from Howard, and Howard shipped 75 cartons of cigarettes to Renee. However, when the cartons arrived, 50 of the cartons were of the wrong kind of cigarette. Renee immediately called Howard and informed Howard that 50 cartons were nonconforming tender. Howard explained to Renee that he (Howard) thought that Renee would find any brand of cigarette acceptable. Howard then offered to ship the correct brand of the remaining 50 cartons of cigarettes immediately, for prompt delivery. Renee rejected Howard's offer and asserted that Howard was in breach of their initial agreement. Did Renee properly reject the entire shipment of cigarettes? A. Yes, because Renee had the right to reject any shipment of nonconforming tender. B. No, because Howard substantially performed the initial agreement. C. Yes, because Renee immediately informed Howard that the shipment was of nonconforming tender. D. No, because Howard had a right to cure the nonconforming tender within a reasonable period of time.

85. Mayor of Anytown was being held hostage by Hoodlum. Hoodlum informed Treasurer of Anytown that Treasurer had to pay Hoodlum $500,000 within one hour, or Hoodlum would kill Mayor. Treasurer pleaded with Hoodlum to release Mayor, saying Anytown was in debt and could never raise that kind of money so quickly. Hoodlum told Treasurer that she did not trust Treasurer, and that the only way Hoodlum would trust Treasurer was if Treasurer would kill another citizen within one hour. Hoodlum told Treasurer, "After you kill a citizen of Anytown, Mayor will be released unharmed." Treasurer knew that Mayor was vitally important to Anytown in securing government contractual work that would get Anytown out of debt. Therefore, under pressure, Treasurer decided to kill Bum, who Treasurer was sure to be of no future help to the town. After Treasurer killed Bum, Mayor was released unharmed. If Treasurer is charged with the criminal homicide of Bum, and defends herself on the ground that she had been compelled to act by the death threat to Mayor, what should be the result? A. Treasurer is guilty, because duress never excuses an intentional homicide. B. Treasurer is not guilty, because she reasonably feared that Mayor would be killed if she did not comply. C. Treasurer is guilty, because the intentional killing of an innocent person is not excused by the threat of death to another. D. Treasurer is not guilty, because Treasurer killed Bum out of necessity.

86. Marie purchased a used truck from Salesman when she (Marie) was seventeen years of age. The purchase agreement was in writing and contained Marie's signed promise to pay $5,000 to Salesman for the truck when Marie reached her eighteenth birthday. Eighteen is the applicable statutory age of majority in the jurisdiction. A week after her eighteenth birthday, Marie notified Salesman in writing that she would pay him $4,000 for the truck because she had determined that the truck had previously been in an accident. As a result of the accident, the reasonable value of the truck at the time Marie purchased it from Salesman was only $2,500. If Salesman files suit for money damages, what is the maximum amount that Salesman will be entitled to recover? A. $5,000. B. $4,000. C. $2,500. D. Nothing.

87. On February 5, Developer wrote a letter to Book Store Owner, stating that she (Developer) would sell Book Store Owner five acres of commercial land for $25,000. In the signed writing, Developer also said that she would keep the offer open for twenty days. Book Store Owner, in reliance on the statement that Developer would keep the offer open for twenty days, took some time to decide whether or not to buy the land from Developer. On February 18, Developer called Book Store Owner on the telephone and stated that the offer to buy the commercial land was revoked. Two days later, Book Store Owner sent Developer a letter with a $25,000 check, stating that Book Store Owner accepted the offer to buy the commercial land. If Book Store Owner brings suit against Developer for breach of contract, what is the most probable result? A. Judgment for Book Store Owner, because Developer offered to keep the offer open for twenty days. B. Judgment for Book Store Owner, because Book Store Owner relied on Developer’s statement to hold the offer open for twenty days. C. Judgment for Developer, unless Developer is considered to be a merchant with respect to the sale of commercial land. D. Judgment for Developer, because Book Store Owner did not give consideration to Developer.

88. Manufacturing Company was a very conscientious company to their employees and to the town they were located in. They provided jobs to needy workers and helped out with community projects. Their manufacturing process caused severe vibrations, which Manufacturing Company was fully aware of, and they did everything they could to minimize the vibrations. However, Mulligan, who owned a house right next to Manufacturing Company, suffered severe structural damage to his house as a result of the vibrations caused by Manufacturing Company. Mulligan informed Manufacturing Company of the structural damage to his home, and Manufacturing Company apologized, but said they had already done everything they could to minimize the vibrations, and they continued to operate as normal. No other nearby houses suffered such damage. If Mulligan brings a suit in private nuisance, what is the probable result? A. Judgment for Manufacturing Company, because they took all reasonable steps to prevent the vibrations. B. Judgment for Manufacturing Company, because no other neighbors suffered any comparable damages. C. Judgment for Mulligan, because he informed Manufacturing Company that the vibrations were causing damage to his house. D. Judgment for Mulligan, because he suffered unreasonable interference with the use and enjoyment of his land.

89. Jerri owned a fitness center. She sent a letter to Sporting Goods Manufacturer asking for a quote regarding buying 50 XYZ model abdominal machines for her fitness center. Sporting Goods Manufacturer responded in a letter to Jerri stating that it was shipping 50 XYZ model abdominal machines at $45 each. Jerri received the 50 XYZ abdominal machines the following day. Jerri sent a check for the appropriate amount, along with a letter stating that she (Jerri) accepted the offer from Sporting Goods Manufacturer for the 50 XYZ model abdominal machines. Assuming a valid contract exists, at which point in time is it most likely that Jerri and Sporting Goods Manufacturer entered into a contract for the 50 XYZ abdominal machines? A. When Sporting Goods Manufacturer sent the abdominal machines to Jerri within a reasonable amount of time after receipt of Jerri's letter. B. When Jerri received Sporting Goods Manufacturer’s letter. C. When Jerri sent her check and letter to Sporting Goods Manufacturer after she (Jerri) received Sporting Goods Manufacturer’s letter. D. When Sporting Goods Manufacturer received the Jerri's payment check.

90. Jones, a basket weaver, made an offer to Smith to sell Smith five handmade baskets at $25 each, for resale by Smith in Smith’s store. Jones brought a sample basket to show Smith. The sample basket was decorated with a red ribbon. Smith accepted Jones' offer with a check for the appropriate amount and included a note stating that Smith expected that Jones could provide each basket with a green ribbon. Upon receipt of the Smith's note, Jones called Smith and refused to sell the baskets with green ribbon. Jones thought that the use of green ribbon instead of red effectively ruined the artistic integrity of the handmade baskets. Smith brought suit against Jones for breach of contract. If the court rules in favor of Smith, it will most likely be because: A. Jones is not considered a merchant with respect to this transaction. B. Smith relied on the use of green ribbons to increase sales of the baskets. C. The addition of the ribbons was not a material alteration of the contract. D. Jones objected to the addition of the ribbons two days after Smith accepted the offer.

91. Dexter liked to demonstrate how strong he was. One day Dexter became bored and he wanted to assert his prowess. So Dexter went over to a man he did not know, Bruiser, and challenged him to a fight. Bruiser was a very large man, but Bruiser told Dexter that he did not want to fight. Dexter then walked up to Bruiser and pushed Bruiser forcibly in the chest. Bruiser tried to walk away, but Dexter jumped on Bruiser’s back and started punching Bruiser with his (Dexter's) fists. Bruiser responded by forcibly grabbing Dexter and throwing him to the ground while hitting Dexter hard in the face with his (Bruiser’s) fists. Quickly, Dexter pulled out an iron pipe he always carried and threatened to hit Bruiser in the face with it. Not wanting to get hit with the pipe, Bruiser ran away. Later, Dexter was charged with assault with a deadly weapon against Bruiser. What result? A. Not guilty, because Dexter was acting in selfdefense when he threatened to hit Bruiser in the face with an iron pipe. B. Not guilty, because Dexter threatened to use a reasonable amount of force, in a reasonable manner, in order to stop Bruiser from hitting him. C. Guilty, because Dexter should have picked a smaller man to fight with. D. Guilty, because Dexter started the altercation with Bruiser.

92. Dermit shot Morley in Morley’s heart, and Morley died instantly. At his trial for murder, Dermit pleaded that he was insane, and offered expert testimony that he had a mental disease at the time of the shooting. Expert testimony revealed that Dermit was able to distinguish right from wrong at the time of the shooting. However, his warped mental state led him to believe that the gun he was handling was a toy gun, and even though Morley pleaded with Dermit not to shoot him, Dermit thought that Morley’s pleas were all a part of a game, and that Morley would not be hurt if Dermit shot Morley with the gun. In a jurisdiction which applies the pure “M’Naghten test” what is the most probable outcome if the expert testimony is fully believed? A. Dermit is guilty, because he knew right from wrong at the time of the shooting. B. Dermit is guilty, because he did not have an irresistible impulse to shoot Morley. C. Dermit is not guilty by reason of insanity, because he lacked the substantial capacity to understand that he had a real gun and not a play gun at the time he shot Morley. D. Dermit is not guilty by reason of insanity, because he did not understand the nature and quality of his act when he shot Morley.

93. The Mayor of Anytown was a respected individual in town. Everywhere he went, people walked up to him and asked to have their picture taken with him. Then, a newspaper reporter, Scoop, wrote an article in the local newspaper which specifically stated that the Mayor had misappropriated funds from the town in order to build a vacation house in another state. Scoop had heard this information from a normally reliable source, but took no steps to check the accuracy of the information. After publication of the article, Mayor vehemently denied the accusations of impropriety. In fact, the Mayor did not misappropriate any funds. However, his approval rating plummeted, people started to shun him in public, and he was defeated by a relatively unknown candidate in the next Anytown mayorial election. If Mayor brings suit against Scoop for defamation, what is the probable result? A. Judgment for Scoop, because he was not actively trying to hurt the Mayor by his article. B. Judgment for Mayor, if Scoop's failure to make any inquiry regarding the accuracy of his assertions in the article concerning the Mayor was considered reckless. C. Judgment for Mayor, because Scoop’s false article concerning the Mayors' reputation was published in the town newspaper and directly caused the Mayor to experience public embarrassment, and directly caused the loss his election defeat. D. Judgment for Scoop, because his position as a town reporter gave him a public interest privilege to write articles about public figures like Mayor.

94. Supervisor was asked by Company to give an employment reference for one of Supervisor’s former workers, Employee. Supervisor did not personally like Employee, so she gave a written reference for Employee that stated that Employee regularly stole merchandise while working for her. Based on the statements concerning stealing merchandise, Company failed to hire Employee. Company informed Employee that Company had relied solely on the statements concerning stolen merchandise in the written reference from Supervisor as the reason they decided not to hire Employee. In fact, Supervisor had no reasonable reason to believe that Employee had ever stolen merchandise. However, Employee had in fact regularly stolen merchandise while working for Supervisor. If Employee brings suit against Supervisor for defamation, and all the facts given in the above paragraph are taken as true, what is the probable result? A. Judgment for Supervisor, because as a Supervisor she had a qualified privilege to write defamatory statements about employees, as long as it concerned the work environment. B. Judgment for Employee, because Supervisor was not actually aware of him stealing any merchandise. C. Judgment for Supervisor, because Employee actually did steal the merchandise. D. Judgment for Employee, because Supervisor was motivated to write the reference with a malicious intent.

95. Peter made a contract with Dan stating that if Dan put paneling in Peter’s den, Dan could go to Elise’s Stereo Supply Store and choose any new stereo system and Peter would pay for it. Under the terms of the Peter-Dan contract, Elise’s Stereo Supply Store would be considered which of the following? A. An incidental donee third party beneficiary. B. An intended creditor third party beneficiary. C. An incidental creditor third party beneficiary. D. An intended donee third party beneficiary.

96. Victor made a contract with Charlotte that Victor would purchase Charlotte a new dining room set if Charlotte painted Victor’s portrait. The written agreement expressly stated that the dining room set was to be purchased from Anytown Furniture Store. After Charlotte finished Victor’s portrait, she decided that instead of Victor purchasing a new dining room set for her, she would rather her friend Abigail receive the new dining room set. Charlotte wrote a memo stating that, "all my rights under the Charlotte-Victor contract are hereby transferred to Abigail." Charlotte gave a copy of the memo to Victor when she presented him with the completed portrait. The Victor-Charlotte contract did not expressly authorize or prohibit either party from transferring rights or duties under the contract. When Abigail notified Victor that she had picked out a dining room set at Anytown Furniture Store and would like Victor to call the store to arrange payment, Victor refused to pay for any furniture for Abigail. In a suit by Abigail against Victor seeking damages, the court should rule for: A. Abigail, because Charlotte assigned the right to the dining room set to Abigail. B. Victor, because there was no provision in the Victor-Charlotte contract providing that the right to the new dining room set could be transferred. C. Abigail, because Abigail would be a donee intended third party beneficiary of Charlotte. D. Victor, because the rights under a personal services contract involving artistry or other unique skills are not assignable without the consent of all parties.

97. Yolanda was a choir leader who was always looking for new members to improve her small choir located in a small town in Arizona. Yolanda heard Bethany sing at a friend's party one night and was captivated by the power and range of Bethany's voice. Determined to persuade Bethany to join her choir, Yolanda offered to give Bethany voice lessons. Bethany agreed and the two entered into a written contract that stated that Yolanda promised to provide Bethany with advanced voice lessons, if Bethany promised to perform for ten weeks in Yolanda’s choir. Yolanda did not have her own studio, but she did have great teaching skills and a very good reputation for providing expert voice training services throughout the area. Bethany did in fact perform for Yolanda’s choir, but after five weeks Bethany decided that she needed to move on to a larger choir and that her friend Bruno was in greater need of voice lessons and would make a better addition to Yolanda's choir. Bethany stopped singing in Yolanda's choir and transferred all of her rights and obligations under the Yolanda-Bethany contract to Bruno. Bruno was a far less accomplished singer than Bethany and Yolanda did not find Bruno's voice to be either pleasant or susceptible to any material improvement with only five weeks of lessons remaining. Yolanda refused to allow Bruno to perform in the choir or to give voice lessons to Bruno. Which of the following statements best describes the rights and obligations of the parties? A. Yolanda must allow Bruno to join the choir but is not required to give the remaining voice training lessons to Bruno. B. Yolanda must allow Bruno to join the choir and is also required to give the remaining voice training lessons to Bruno. C. Yolanda is not required to allow Bruno to join the choir and is not required to give voice training lessons to Bruno, but is still required to give the remaining voice training lessons to Bethany. D. Yolanda is not required to allow Bruno to join the choir and is not required to give voice training lessons to Bruno or Bethany.

98. Worker had his own corner office in a prestigious Company. Manager thought that Worker may have been divulging trade secrets of the Company to others outside of the Company. Manager talked with Boss about the situation regarding Worker, and Boss told Manager that Manager should use his own professional discretion in handling the situation. Manager then decided to search Worker’s office, and asked Janitor to open Worker’s office door while Worker was on vacation. Manager then opened and searched through Worker's desk drawers. If Worker brings suit against Manager for invasion of privacy, which of the following (if shown to be the truth) would be most relevant? A. Worker had actually divulged trade secrets while at work. B. Worker had a key to his own office, and no employee (except Janitor) had normal access to Worker’s office or desk. C. Manager subsequently communicated to Boss that Worker had indeed been divulging trade secrets. D. Manager was operating under the professional discretion given to him by Boss when he went into the office of Worker and searched through Worker’s desk.

99. Orville was a kind adult, but with a warped sense of humor. Sometimes he liked to play practical jokes on others. One day he decided to put what he referred to as “wings” on his motorcycle. The wings were made of stainless steel, protruded five feet on both sides of the motorcycle, and were sharp on their ends. Orville then rode his motorcycle onto the grass at Town Park. Many people were gathered enjoying the sunshine at Town Park. Orville honked his horn while riding wildly across the grass so that people would realize that Orville was approaching, and he laughed while people jumped out of the way of his motorcycle and his “wings.” Orville’s intent was simply to play a practical joke, and he thought that the openness of the park and the honking of his horn would allow anyone to get out of the way of his motorcycle. However, as he was riding across the grass field, he lost his balance, and the motorcycle toppled over. The “wings” broke off of the motorcycle, and one of the wings struck Pedestrian hard, killing Pedestrian immediately. If Orville is prosecuted for the murder of Pedestrian, which of the following would be the probable result? A. Guilty, because Orville knowingly created a high risk of death or serious injury. B. Guilty, because Orville intended to kill Pedestrian. C. Not guilty, because Orville did not have a sufficient mens rea to be convicted of murder. D. Not guilty, because Orville did not intend to kill or hurt Pedestrian.

100. Serena and Polly were motorboat enthusiasts. In June, Serena’s motorboat broke down, causing her to be quite depressed. One day she proceeded to the dock, where she watched the other boat owners taking out their motorboats. Serena asked Polly if she (Serena) could take out Polly's boat. Polly agreed, but told Serena that she would have to be back within one hour, because Polly had a dinner date with her boyfriend across the bay. Serena agreed to return the boat within an hour. However, the joy of driving a motorboat caused her such exhilaration, that Serena could not bear to return in such a short time, and she did not return for twoand-a-half hours. When Serena returned, she was informed that Polly had missed her dinner date. Additionally, Serena had brushed up against a rock in the water, causing $50 of damage to the underside of the $15,000 motorboat. If Polly brings an appropriate action against Serena, what is the most likely result? A. Serena is liable for conversion, because she exercised dominion and control over Polly’s boat for two-and-a-half hours. B. Serena is liable for trespass to chattels, if she should have seen and avoided contact with the large rock in the water. C. Serena is liable for trespass to chattels, even though the interference with Polly’s property and damage to the boat were both relatively minor. D. Serena is not liable for conversion or trespass to chattels, because Polly did not intend to cause any injury to Polly or her boat.