

Revision 2: Tided up and duplicates removed – 2019.

Whilst every Effort has been made to ensure these answers are correct, some traces of nut may remain.
Good luck!

Key: **Correct Answer** ~~Incorrect answer~~

MGT388 Law MCQ (Polished)

1. What is the general rule about when **acceptance** takes place? **When it is received by the offeror**
2. An **advertisement** will generally: **Amount to no more than an invitation to treat**
3. Generally **acceptance** is effective: **When the party to whom the offer was made communicated their (unequivocal assent)**
4. Where the party accepting seeks to **add terms to the agreement** it will considered to be: **A counter offer**
5. Which one of the following statements is NOT true of **acceptance** of an **offer**? **Acceptance must be in writing**
6. **Affirmation** will occur: **Only where the parties have communicated a wish to continue with their contractual obligations**
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? **Liquidated damages**
8. Which of the following cannot generally be claimed on **breach** of contract? **Profits made by the contract breaker**
9. The effects of the **breach** of which of the following depend on the seriousness of the breach and its consequences? **An innominate term**
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, it may well be that the **contract** has been **discharged** by: **Frustration**
11. What is meant by the **cost of cure** when assessing damages? **The cost of remedying the defective performance**
12. **Consideration**: **Has to be something of value in the eye of the law**
13. In contract law, which of the following best defines **consideration**? **A benefit given by one party or detriment suffered by another**
14. **Copyright** protects: **The form of expression not the underlying idea**
15. A **counter offer** will: **Bring the original offer to an end**
16. Which of the following sets out the **five traditional elements** of a valid contract? **Offer, acceptance, consideration, intention to be legally bound & certainty of terms.**
17. **Copyright** subsists on: **Creation (in a fixed form) of a literary, dramatic or musical work**

18. **Copyright** in a literary work normally lasts for: **Life of the creator plus 70 years**
19. If the parties to an **existing contract** wish to **change**, or vary any aspect of that contract: **It will be a counter offer**
20. A **counter offer** is: **The variation of an existing contract**
21. In deciding **contract cases** the courts will: **Look to the decisions made in previous cases on like facts**
22. In order for there to be a **breach of copyright**: **there HAS to be a causal link between the two works in that one is derived from another OR the copy MAY be transient or temporary**
24. The terms of a **contract**: **Must be incorporate in to the contract**
25. The **terms** of a contract are: **The detailed obligations which the parties have agreed upon**
26. What is meant by the **duty of a claimant** to **mitigate** his loss? **That the claimant must try to reduce his or her loss where possible**
27. In **English law** the significance of cases is that: **They are where we find the law**
28. **English law** is to be found in: **Cases and legislation**
29. A valid contract in **English law**: ~~a: Must be in writing; b: Must be verbal; c: Must be by deed d:~~ **May be any of the above**
30. A **contract** will be considered to have been **frustrated** in the following circumstances: **The object of the contract has been destroyed**
31. The **inventive step** requirement is met by: **A technological advance which would have been non-obvious to a person skilled in the relevant art**
32. **Intention to create legal relations**: **Is presumed in the case of business dealings**
33. The **law reform** (Frustrated Contracts) Act 1943 is particularly significant because: **It gives the courts discretion in relation to allocating the financial consequences of the frustrating event.**
34. Section 2(2) **Misrepresentation Act 1967** gives the court discretion to do what? **Award damages in (lieu of rescission)**
35. There are three types of **misrepresentation** in law which one of the following is not a type of misrepresentation? **Truthful**
36. Statements of opinion are generally not capable of constituting a **misrepresentation** except where? **They are made by an expert**
37. In an actionable **misrepresentation**: **The misrepresentation must have induced the party to enter into the contract**
38. An actionable **misrepresentation** will require evidence of: **A false statement of fact, which induces the other party to enter in to the contract**
39. **Acceptance**: **Is an (unequivocal assent) to the offer**

40. An **advert** is generally: **An invitation to treat**
41. **Novelty** can be destroyed: ~~by discussing the innovation with people online~~ **all the above.**
42. An **offer** is: **An indication of a willingness to be legally bound on certain terms.**
43. An **offer** is only affective: **When communicated.**
44. **Affirmation** will occur: **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...? **liquidated damages.**
46. Which of the following cannot generally be claimed on **breach** of contract? **Profits made by the contract breaker.**
47. The effects of the **breach** of which of the following depends on the seriousness of the breach and its consequences? **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: **Frustration.**
49. A **patent**: **Can protect the technical results of inventive research and development**
50. **Patents** can (normally) last for a maximum of: **20 years**
51. In order to be granted the **patent** application must disclose: **Enough information that the invention can be worked by a skilled person**
52. **Patent claims** define the extent of: **the extent of protection that is granted**
53. **Patents** will not be granted over (excluded categories) of subject matter which include: **aesthetic creations**
54. A **patent** effective in the UK cannot be granted: **By the US patent office**
55. Which of the following statement about **patents** is true: **They last for 20 years grant without the need for renewal under normal circumstances**
56. In a **Trade Mark** infringement action which of the following is true: **the burden of proof lies on the claimant to prove infringement.**
57. **Trade secrecy** is routinely used to protect: ~~Discoveries made by development companies; The trading performance of private companies; Methods of manufacture/composition of novel materials~~ **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? **This constitutes an invitation to treat by A Ltd.**

59. In Krell v Henry, the contract for the hire of a room to view the King's Coronation was **frustrated** because: **The commercial purpose of the contract had been frustrated**
60. A **Trade Mark** is comprised of a sign which must be: **Capable of being represented graphically**
61. **Trade Marks**: **Prevent traders using another's Trade Mark to mislead the public about the source of origin of goods or services**
62. In order for a **Trade Secret** to be protected: ~~it must be disclosed in circumstances imposing an obligation of confidence the information must possess the necessary quality of confidence~~ **All of the above**
63. A variation in **terms**: **Indicates that the parties have renegotiated part of their contract**
64. **Trade Secrecy** is routinely used to protect: **Innovative ideas that are being generated/prepared with a view to patenting before exploitation.**
65. A **Trade Mark**: **Can protect logos and other devices used to market goods or services**
66. In order to prove **passing off** has occurred: **the claimant must show that the defendant has acted dishonestly in the course of trade.**
67. When assessing whether one of the parties should **pay damages** the courts will consider: ~~Causation; Contributory negligence; Remoteness;~~ **All of the above**
68. In order to be granted a **Trade Mark** must: **Be capable of distinguishing goods or services.**
69. What is meant by the "**cost of cure**" when assessing damages? **The cost of remedying the defective performance.**
70. A **patent** will not be granted if there is a lack of novelty. **Novelty** means: **the invention is not already in the public domain**
71. **Patents** will not be granted over excluded categories of subject matter which... **Aesthetic creations**
72. An individual's contract of employment will normally impose an obligation of confidence on employees. A **Trade Secret** that will ALWAYS be covered and that may never be disclosed on leaving the employment is: **any information they understood to be highly confidential which the employer restricts access to and clearly identifies as being 'top secret'**
73. The parties to a **contract** must intend to be **legally bound**, this is ascertained by: **The court utilising the granted a patent application the rebuttable presumption that in a business context there will be an intent and in a social context there will not**
74. In order to be granted a **patent**, application must satisfy which validity requirements: ~~it must be industrially applicable, Patents will not be granted over excluded, the invention must not already form part of the state of the art~~ **All of the above**
75. A **patent** effective in the UK cannot be granted: **by the US patent office**

76. In order to be granted a Trade Mark must: **be capable of distinguishing goods or services**
77. The 'postal rules' apply: **Where it is appropriate to make an acceptance by post, and the letter has been addressed and posted correctly**
78. In order to be granted the patent application must disclose: **enough information that the invention can be worked by a skilled person**
79. Which of the following sets out the five traditional elements of a valid contract? **Offer, acceptance, consideration, intention to be legally bound, certainty of terms.**
80. Where the party accepting seeks to add terms to the agreement it will be considered to be **A counteroffer**
81. 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: **Frustration**
82. Passing off is a common law action that protects: **the goodwill or reputation of one trading concern from damage caused by the misrepresentation(s) of another**
83. 'Intention to create legal relations' **Is presumed in the case of business dealings**
84. What's meant by the duty of a claimant to mitigate his or her loss? **That the claimant must not artificially increase his or her loss**

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