

## LESSON 6—1 QUIZ

### *Legal Concepts*

*Directions:* Place a *T* for True or an *F* for False in the Answers column to show whether each of the following statements is true or false.

	<b>Answers</b>
1. The terms of a contract must be accepted by the party to whom it was communicated.	1. _____
2. An agreement to commit a crime can be considered a contract.	2. _____
3. A bilateral contract is one that is formed by a mutual exchange of legally binding promises.	3. _____
4. An offeror must appear to be serious when making an offer.	4. _____
5. Words spoken in anger are not considered an offer.	5. _____
6. Preliminary negotiations are considered to be offers.	6. _____
7. A purported offer that lacks essential information is legally ineffective.	7. _____
8. An executed contract is a contract that has not been fully performed.	8. _____
9. A person who is not the intended offeree can accept the offer.	9. _____
10. Advertisements that ask the offeree to perform an act as a way of accepting cannot be considered offers.	10. _____

### *Legal Applications*

11. Cheya asks her college roommate how much money she would give her for a scientific graphing calculator that she no longer needs. The roommate replies, "I'd probably give you around \$50 for it." Has Cheya made a legal offer? Explain your answer.
  
12. Duane Johnston raises Angus beef. A representative from a large meat plant visits the farm and looks over a large herd of two-year-old steers. He agrees to pay Duane a down payment of \$30 per animal for fifty of the steers. Duane is to receive the remaining money when the cattle are shipped in two weeks. Did Duane and the representative make a binding contract? Explain your answer.

## LESSON 6—1 RETEACH

*Directions:* Write the answers to Questions 1–9 in the blanks provided. The answer to Question 10 should appear vertically in the boxes.

1.		10.	<input style="width: 20px; height: 20px;" type="text"/>	
2.		<input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/>	
3.		<input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/>	
4.		<input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/>	
5.		<input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/>	
6.		<input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/>	
7.		<input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/>	
8.		<input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/>	
9.		<input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/>	

1. Proposal to do something
2. Judges use the test of the \_\_\_\_\_ person to determine whether an offer was made.
3. A(n) \_\_\_\_\_ arrangement is not a contract.
4. Person who makes an offer
5. Words spoken in \_\_\_\_\_ or terror are not considered contracts.
6. An offeror's words must be examined in the light of all the relevant \_\_\_\_\_ and circumstances.
7. A promise can be \_\_\_\_\_ from the offeree's conduct as well as from words.
8. Requirement that the parties to a contract be able to contract for themselves
9. Contract that is formed by a mutual exchange of legally binding promises
10. Price, subject matter, and quantity are considered \_\_\_\_\_ terms of an offer.

# LESSON 6—2 QUIZ

## Legal Concepts

Directions: Fill in the blank(s) with the most appropriate term or phrase to complete the sentence.

### Answers

1. The right of \_\_\_\_\_ allows an offeror to withdraw an offer before it is accepted. 1. \_\_\_\_\_
2. An acceptance to an offer must be received within the \_\_\_\_\_ stated in the offer. 2. \_\_\_\_\_
3. When an offeree rejects the offer, the offer is \_\_\_\_\_. 3. \_\_\_\_\_
4. A(n) \_\_\_\_\_ results when the offeree changes the offeror's terms. 4. \_\_\_\_\_
5. A(n) \_\_\_\_\_ is made when an offeree gives the offeror something of value in return for a promise to keep the offer open. 5. \_\_\_\_\_
6. \_\_\_\_\_ are those who regularly deal in bought or sold goods. 6. \_\_\_\_\_
7. A counteroffer terminates the \_\_\_\_\_ offer. 7. \_\_\_\_\_
8. The \_\_\_\_\_ makes firm offers binding for the time stated. 8. \_\_\_\_\_
9. A contractual proposal by a merchant for the sale or purchase of goods stating in a signed writing how long it is to stay open is called a \_\_\_\_\_. 9. \_\_\_\_\_
10. Death or \_\_\_\_\_ on the part of the offeror or the offeree terminates their offer. 10. \_\_\_\_\_

## LESSON 6—2 RETEACH

Directions: Write the answers to Questions 1–10 in the blanks provided. The answer to Question 11 should appear vertically in the boxes.

	11.	
1.	<input type="checkbox"/>	_____
2.	<input type="checkbox"/>	_____
3.	<input type="checkbox"/>	_____
4.	<input type="checkbox"/>	_____
5.	<input type="checkbox"/>	_____
6.	<input type="checkbox"/>	_____
7.	<input type="checkbox"/>	_____
8.	<input type="checkbox"/>	_____
9.	<input type="checkbox"/>	_____
10.	<input type="checkbox"/>	_____

1. A signed, written offer made by a merchant
2. Person who regularly deals in goods
3. Contracts are agreements entered into \_\_\_\_\_ by the parties and subject to their control.
4. Agreement where the offeree gives the offeror something of value in return for a promise to keep the offer open.
5. A new offer where the terms of an original offer were changed
6. Mental state of an offeror that terminates his or her offer
7. In addition to insanity, the \_\_\_\_\_ of an offeror terminates the offer.
8. Offers are valid for a reasonable length of \_\_\_\_\_ when no specific length of life is stated.
9. A(n) \_\_\_\_\_ offer is terminated by a counteroffer.
10. These rules make firm offers binding for the time stated
11. The right to withdraw an offer before it is accepted

**✍ LESSON 6—3 QUIZ*****Legal Concepts***

*Directions:* Place a *T* for True or an *F* for False in the Answers column to show whether each of the following statements is true or false.

	<b>Answers</b>
1. An offer made to one person can be accepted by another.	1. _____
2. The mirror image rule requires that the terms in the acceptance must be close to the terms contained in the offer.	2. _____
3. An offer can be made to a particular group or to the public.	3. _____
4. Any variation made to a contract dealing with the sale of goods is a counteroffer if agreed in advance.	4. _____
5. A mental decision to accept an offer is not an acceptance.	5. _____
6. A bilateral acceptance occurs when an offeree indicates acceptance by performing his or her obligations under the contract.	6. _____
7. A unilateral acceptance occurs when an offeree indicates acceptance by giving a promise.	7. _____
8. Contractual communications such as offers and counteroffers can only be communicated in writing.	8. _____
9. An acceptance is the only form of contractual communication that is effective when sent.	9. _____
10. Oral acceptances are effective the moment the words are spoken directly to the offeror.	10. _____
11. A faxed acceptance of a contract becomes effective instantaneously when the transmission lines are open and both sending and receiving equipment work properly.	11. _____
12. Courts in some states apply the mirror image rule only when the term in the offer is material.	12. _____

## *Legal Application*

13. Juan was vacationing at a Mexican resort when he lost a valuable necklace. He put a notice in the local newspaper that promised a \$500 reward for finding and returning the necklace. Because Juan had to leave the resort two days later, he included his home address and phone number. Two months later, Mia found his necklace and contacted him. Juan told her he would give her only \$300 for returning the necklace since he had to wait so long for it. Can Juan revoke his \$500 offer for this reason? Explain your answer.

## LESSON 6—3 RETEACH

*Directions:* Unscramble the letters following each question and write the answer in the blank provided. Answers may consist of more than one word.

### Answers

- |   |                  |
|---|------------------|
| <p>1. A(n) _____ occurs when a party to whom an offer has been made agrees to the proposal.<br/><i>tncacpecae</i></p>                       | <p>1. _____</p>  |
| <p>2. An offer may be made to a group, the public, or a(n) _____. <i>dinvialuid</i></p>   | <p>2. _____</p>  |
| <p>3. Who may specify the method used to communicate the acceptance? <i>feorofr</i></p>   | <p>3. _____</p>  |
| <p>4. What are the new or changed terms called in an acceptance made by a consumer?<br/><i>spolarops</i></p>                                | <p>4. _____</p>  |
| <p>5. What rule requires that the terms in the acceptance exactly match the terms in the offer? <i>rorimr emiga</i></p>                     | <p>5. _____</p>  |
| <p>6. What lack of communication can not be used to constitute an acceptance? <i>sneecli</i></p>  | <p>6. _____</p>  |
| <p>7. What type of contract requires the offeree to accept by performing a specific act? <i>atrellanui</i></p>                              | <p>7. _____</p>  |
| <p>8. What type of contract requires the offeree to accept by promising to perform an act?<br/><i>letiabral</i></p>                         | <p>8. _____</p>  |
| <p>9. What is the only form of contractual communication that becomes effective when it is sent rather than received? <i>ctpeecacan</i></p> | <p>9. _____</p>  |
| <p>10. To whom must an acceptance be communicated? <i>rforfeo</i></p>   | <p>10. _____</p> |