

法律英语证书（LEC）全国统一考试指定用书



法律英语证书 (LEC)

全国统一考试 历年真题详解

法律英语证书（LEC）全国统一考试指导委员会

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前言

随着全球化进程的迅速推进,世界政治、经济、法律、文化等国际交流活动日益频繁,我国越来越多地参与进世界大舞台的各项活动之中,法律的外延不断扩大,由此使得学习法律英语的重要性和必要性不断彰显。巨大的市场需求给我国涉外法律人才的业务拓展提供了契机,然而涉外法律人才的匮乏一直是我国法律服务行业的软肋。我国恢复律师制度三十余年,既精通法律英语,熟悉国内外法律,又有涉外办案经验的律师的确是凤毛麟角。之所以会出现涉外法律服务领域人才奇缺的现象,原因在于从事涉外法律服务的人必须深谙法律与英语的结合之道,即必须能够熟练地掌握法律英语。然而,由于法律英语的特殊性,国内一直没有一个科学的考核指标衡量法律从业人员专业英语的掌握程度。法律英语证书(Legal English Certificate,简称LEC)全国统一考试的推出填补了国内相关领域的空白。

法律英语证书(LEC)全国统一考试指导委员会依托中国政法大学和北京外国语大学具体组织考试工作,旨在为从事涉外业务的企业、律师事务所提供招募国际性人才的客观标准,同时督促国内法律从业人员提高专业英语水平。法律英语证书(LEC)全国统一考试的题型、考查内容与美国的律师资格考试相近,同时又突出了法律英语语言运用的特色,并结合中国的实际增加了法律英语翻译测试。公检法机关和企事业单位从事涉外法务的工作人员,从事涉外法务的律师、公司法律部门的从业人员,高等院校法律、英语、经贸、国际关系等专业学生,愿意从事法律英语教学的教师以及社会上一切法律英语爱好者均可参加LEC考试。该考试证书是从事涉外法律服务工作人员专业英语水平的权威证明,通过考试并取得LEC证书也是赴美攻读法学专业及取得美国律师职业资格的可靠保证。

法律英语证书(LEC)全国统一考试每年举行两次,分别在5月和11月的最后一个星期六举行。目前已在北京、上海、广州、重庆、杭州、济南、武汉、西安等国内中心城市设考点。法律英语证书(LEC)全国统一考试指导委员会全面负责组考工作。具体考试时间、考点设置等信息请考生随时关注法律英语证书(LEC)全国统一考试官方网站:www.lectest.com。

本书收录了法律英语证书(LEC)全国统一考试推出以来2008年至2012年的十套真题,并给出了全面详尽的解题分析。全部内容都经过法律英语证书(LEC)全国统一考委所聘的美国专家、律师的审读,统考委姜妮妮和庄世昀老师做了大量的整理编辑工作,在此谨对诸位所付出的辛勤劳动表示衷心感谢!

预祝广大考生取得优异成绩!

法律英语证书(LEC)全国统一考试指导委员会
2013年8月

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2012 年 5 月法律英语证书 (LEC) 全国统一考试

试 卷 一

提示：本试卷为选择题，由计算机阅改。请将所选答案填涂在答题卡上，勿在卷面上直接作答。

本卷为单项选择题，每题所给的选项中只有一个正确答案，每题 1 分，共 100 分。

1. Accomplice means

- A. a person who helps another commit a crime.
- B. the capacity to perform an act or service, esp. the power to carry out a legal act.
- C. someone who gives assistance to the perpetrator of a crime, without directly committing it, sometimes without being present.
- D. the act of leaving a spouse or child willfully and without an intent to return. In the context of contracts, it is merely the acceptance by one party of the situation that a nonperformance party has caused.

2. Acquisition means

- A. jurors excused from a trial.
- B. in the corporate context, refers to when one firm buys majority interest in another, but both retain their identities.
- C. a judgment that a person is not guilty of the crime with which the person has been charged.
- D. the implied consent to do an act. It can also be a person's tacit or passive acceptance or agreement without protest.

3. Barratry means

- A. failure to perform an act that one should perform.
- B. insufficient grounds to hold the person who was arrested.
- C. the generation of profit for legal services by an attorney who stirs up a dispute and encourages lawsuits in order to file what is typically a groundless claim.
- D. the ruling by the judge in a lawsuit either when the plaintiff does not proceed to trial at the appointed time or has presented all his /her/its evidence and, in the judge's opinion, there is no evidence which could prove the plaintiff's case.

4. Double Jeopardy Clause is

- A. a clause that makes concessions to the consciences of those affected by a law.
- B. a clause in a contract that specified the conditions under which one party can be freed

from an obligation.

- C. a clause exempting certain classes of people or things from the requirements of a piece of legislation affecting their previous rights, privileges, or practices.
 - D. the clause of the Fifth Amendment to the American Constitution which states; Nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb.
5. Ex Parte Order is
- A. an order that ends the lawsuit between the parties, resolves the merits of the case, and leaves nothing to be done but enforcement.
 - B. a support order issued by a court having jurisdiction in a foreign state or a state other than home state.
 - C. an order entered by the circuit court providing for the withholding of a person's income to enforce a child support order.
 - D. an order made by the court upon the application of one of the parties to a lawsuit, without prior notice to any other party.
6. Plain View Doctrine is
- A. the doctrine that permits a law enforcement officer to lawfully seize incriminating evidence not specifically sought but readily visible in the course of a valid search.
 - B. the doctrine refers to the evidence gathered with the aid of information obtained illegally.
 - C. honest intent to act without taking an unfair advantage over another person. This doctrine is applied to many kinds of transactions.
 - D. a court's constitutional obligation to recognize and enforce orders, decrees, and judgments issued by the courts of other U. S. states or Indian tribes.
7. Res Ipsa Loquitur is
- A. a reconsideration of a judgment, sentence, etc. by a higher court or authority.
 - B. a rule that a matter once judicially decided is finally and conclusively decided and cannot be relitigated.
 - C. the principle that the occurrence of an accident implies negligence if circumstances were such that it would not ordinarily otherwise have happened.
 - D. the doctrine which holds that an employer or principal is responsible for the acts and omissions of employees or agents, when those acts are within the scope of their duties as employees or agents.
8. Stare Decisis is
- A. a legal right to bring a lawsuit.
 - B. the doctrine that the decisions of the court should serve as precedents for future cases.
 - C. a collection of jury instructions approved by a Supreme Court committee for use by trial court judges.
 - D. a legal doctrine or rule that certain types of agreements must be in writing or they will not be enforced by the courts.
9. Subject matter jurisdiction is

- A. a process by which a court seeks to interpret the meaning and scope of legislation.
 - B. power of a court to hear the type of case that is before it.
 - C. a writ or order to compel attendance in a court with a penalty for failure to do so.
 - D. a writ ordering a person to attend a court and bring relevant documents.
10. Testation means
- A. the disposal of property by will.
 - B. the statement of a witness under oath which is given as evidence.
 - C. a person's will, esp. the part relating to personal property.
 - D. an area of land under the jurisdiction of a ruler or state.
11. Voidable Contract means
- A. a contract must be construed most strictly against the drafter.
 - B. a valid contract that a party may cancel upon request.
 - C. failing to perform any term of a contract without a legitimate legal excuse.
 - D. a contract that does not have any legal effect and cannot be enforced under any circumstances.
12. Judge's charge is
- A. summary of a point of law in a court decision.
 - B. the instruction a judge gives to a jury before the jury begins deliberation.
 - C. a written, signed instrument requiring the person to whom it is addressed to pay on demand a fixed amount of money either to the person identified as payee or to anyone presenting the bill of exchange.
 - D. an order issuing from a court of justice and requiring the performance of a specified act, or giving authority and commission to have it done.
13. Commerce clause is
- A. the power of the U. S. Congress to legislate over foreign affairs.
 - B. the power of the U. S. President to regulate banks because of public safety issues.
 - C. the power of the U. S. President to regulate banks because of national economic and security considerations.
 - D. the constitutional provision giving the U. S. Congress power to legislate over matters that affect "interstate commerce".
14. The U. S. Constitution has as its most significant purposes
- A. conferring power on national and state governments.
 - B. limiting the power of national and state government.
 - C. conferring power on the national government and limiting the power of national and state government.
 - D. conferring power on national government and limiting the power of national and state governments and private individuals.
15. If you write a check to pay for a computer that you buy, the check is
- A. a certified note.

- B. a negotiable instrument.
 - C. a promise to pay.
 - D. a certificate of deposit.
16. Which of the following does NOT describe a negotiable instrument for purposes of Article 3 of the Uniform Commercial Code?
- A. It contains an unconditional promise or order to pay a fixed amount of money.
 - B. It is payable to bearer or to order at the time it is issued or first comes into possession of a holder.
 - C. It is payable on demand or at a definite time.
 - D. It states any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money.
17. According to the Uniform Commercial Code, which of the following statement concerning a negotiable instrument is NOT correct?
- A. It must be in writing.
 - B. It must be signed by the issuer.
 - C. The issuer doesn't need to sign his full legal name.
 - D. The issuer must be made manually but not by means of a device.
18. Daniel Payee is a law professor and Daniela Payee is a playwright. Which of the following statements is true?
- A. If a check made payable to "Daniel Payee" is signed by two persons, one of whom intends that the payee be Daniel Payee, and the other intends the payee be "Daniela Payee", the check is payable to neither the law professor nor the playwright.
 - B. If a check made payable to "Daniel Payee" is signed by two persons, one of whom intends that the payee be Daniel Payee, and the other intends the payee be "Daniela Payee", the check is payable to either the law professor or the playwright.
 - C. If Daniel, the law professor is intended by the issuer to be the payee, but his name is misspelled "Daniela Payee", then, the instrument is not payable to the law professor.
 - D. If Daniel, the law professor is intended by the issuer to be the payee, but his name is misspelled "Daniela Payee", then, the instrument is payable to the playwright.
19. Which of the following statements is NOT correct?
- A. The securities offered when a corporation goes public are usually in the form of stocks but not bonds.
 - B. The securities of a publicly held corporation may be traded at a stock exchange or over the counter.
 - C. The Securities Act of 1933 relates to the initial registration and issuance of securities.
 - D. The Securities Exchange Act of 1934 focuses on the trading of issued securities.
20. Which of the following statements is correct?
- A. Blue sky laws apply to securities transactions that occur entirely outside the state but residents of the state are purchasers of the securities.

- B. Blue sky laws do not apply to securities sold by foreign corporations within the state.
- C. The term “blue sky laws” is commonly used to refer to federal statutes regulating securities.
- D. The term “blue sky laws” is commonly used to refer to state statutes regulating securities.
21. Which of the following statements concerning a sole proprietorship is correct?
- A. A sole proprietorship is considered a separate entity from the sole proprietor.
- B. A sole proprietorship may delegate decision and management of the business to agents.
- C. A sole proprietorship cannot hire employees.
- D. A sole proprietorship cannot transact business under an assumed name.
22. Which of the following statements concerning partnership is correct?
- A. The Revised Uniform Partnership Act (RUPA) has replaced Uniform Partnership Act.
- B. A partner's unlimited liability for partnership obligations indicates the aggregate characteristic of a partnership.
- C. A partner's unlimited liability for partnership obligations indicates that a partnership is regarded as a legal entity.
- D. According to RUPA, a partner who makes an advance beyond his agreed capital contribution is not entitled to reimbursement from the partnership.
23. Which of the following statement is correct?
- A. A limited partnership can be formed without any formality.
- B. Limited partners have the right to participate in the management of the partnership.
- C. Limited partners have the right to information regarding the partnership business.
- D. General partners in a limited partnership can have derivative actions.
24. Which of the following statement is NOT correct?
- A. By filing with the relevant authority, a general partnership can become a limited partnership.
- B. By filing with the relevant authority, a general partnership can become a limited liability partnership.
- C. By filing with the relevant authority, a limited partnership can become a limited liability limited partnership.
- D. By filing with the relevant authority, a limited liability partnership can become a limited liability limited partnership.
25. Which of the following statements concerning a limited liability company in the United States is NOT correct?
- A. Most states now permit single-owner limited liability companies.
- B. A limited liability company is usually taxed as a corporation.
- C. A limited liability company is a legal entity distinct from its owners.
- D. The owners of limited liability companies are generally referred to as its members.
26. Which of the following actions usually does not require shareholder approval?

- A. Amendment and restatement of the articles of incorporation.
 - B. Dissolution of the corporation.
 - C. Approval of merger and consolidation plans.
 - D. Electing of officers.
27. Which of the following actions is a derivative action?
- A. An action to compel the payment of dividends.
 - B. An action to preserve shareholders' voting rights.
 - C. An action to recover damages for mismanagement.
 - D. An action to protect preemptive rights.
28. According to the Model Business Corporation Act, which of the following statements concerning corporate acquisitions through the purchase of all or substantially all of the assets (asset acquisitions) or outstanding shares of stock (stock acquisitions) is correct?
- A. In an asset acquisition, the acquiring corporation will generally be liable for any future liabilities and obligations of the target corporation.
 - B. In a stock acquisition, the acquiring corporation will be responsible for all debts and liabilities of the target corporation.
 - C. Asset acquisitions are statutory acquisitions.
 - D. Stock acquisitions are statutory acquisitions.
29. Which of the following statements concerning foreign corporations is NOT correct?
- A. Foreign corporations that transact business without the proper authority cannot be sued in the foreign state.
 - B. Most state statutes provide that the laws of the state of domicile shall govern all matters concerning the internal affairs of the foreign corporation.
 - C. Foreign corporations must appoint and maintain a registered agent and registered office in each state in which they are qualified to do business.
 - D. Under MBCA, the qualified foreign corporation may not withdraw from the foreign state until it obtains a certificate of withdrawal from that secretary of state.
30. Which of the following statement is correct?
- A. A dissolved corporation can only continue its business for the purpose of winding up its affairs.
 - B. A dissolved corporation can continue to operate in the ordinary course of business.
 - C. Since statutes generally require the consensus of a majority of the shareholders to dissolve a corporation, a corporation may not be dissolved by minority shareholders.
 - D. The dissolution of a corporation invalidates claims against the corporation which have not been paid in the liquidation proceedings.
31. Original ownership to land properties may be established by all of the following EXCEPT
- A. Conquest.
 - B. Discovery.
 - C. Purchase.

D. Adverse possession.

32. O, the fee simple owner of Blackacre, granted by will to W, his wife, a life estate in Blackacre for her life, then to the "heirs of her body." The result of this will at common law must be that

- A. the will is valid, but W takes Blackacre in fee simple, not a life estate, and the heirs take nothing, under the Rule in Shelley's Case which commanded that a life estate and a remainder in the heirs shall merge into fee simple absolute.
- B. the will is invalid, because it is in violation of the Rule in Shelley's Case.
- C. O's intentions be faithfully carried out because that is precisely what he intended.
- D. since under the Rule in Shelley's Case the heirs take nothing, Blackacre must be reverted back to O upon termination of W's life estate.

33. Joe parks his car in a parking lot where the management warns that "All drivers must lock their cars and take the keys with them; drivers park their cars at their own risk for auto theft, or for theft of any belongings left in car; parking is for leasing spaces only." Joe returns to find his car vandalized (rubbed by car thieves). If Joe wants to sue the management for recovery, he may claim

- A. Bailor/Bailee relationship despite the management's warning.
- B. Violation of lessor/lessee agreement.
- C. Breach of implied warranty or merchantability.
- D. Breach of contract.

34. Edward Coke, a wealthy landowner, drafts a will that says, "I hereby grant Blackacre to my cousin John for as long as my wife lives." Coke has created

- A. a joint life estate in John and Mrs. Coke.
- B. a life estate in John followed by a reversion to Mrs. Coke.
- C. a life estate *per autre vie* (for the life of another) plus a reversion to Coke himself.
- D. a life estate in Mrs. Coke to be executed by John.

35. The Rule Against Perpetuities, stated in its simplest form, that: "No interest is good unless it must vest, if at all, no later than 21 years after some life in being at the creation of the interest," is correctly understood as

- A. A contingent interest that may, or may not, vest in the remote future must be destroyed from the beginning as if it does not come into force at all.
- B. All future interests, such as a remainder following a life estate, must vest, if it can, within 21 years after creation, or it must fail.
- C. No future interest can vest if some life in being existed at the time when the interest was created.
- D. An interest contingent upon a future event such as a life estate coming into being would prevent that interest from vesting, unless that interest is actually vested within 21 years prior to the future event.

36. A, owner of a life estate in Blackacre, grants an estate to L "10 years," which is

- A. invalid because as life estate owner, there is a reversion for the original grantor, and A does not have the right to lease his estate.
- B. invalid because A has created an estate that might be larger than what he has, e. g., if he dies before the expiration of 10 years.
- C. effective even though A might die before the expiration of 10 years.
- D. effective to the extent only if A outlives the 10 year lease.
37. Frank leases an apartment from Bob, in this situation, Bob is known as
- A. the lessee.
- B. the lessor.
- C. the tenant.
- D. the debtor.
38. Under a historic landmark preservation ordinance in the City of "Big Orange" (the city law), a building designated as such must request a special permission from the City if it plans to make any changes to the outer appearance or the internal decorations of the building. This kind of city law would be held as permissible if
- A. public interest so demands it.
- B. the city pays for the preservation cost.
- C. proper compensation is made to remedy corresponding lost to the building owner, such as tax breaks.
- D. sufficient hearing has been conducted for the city law, where the building owners are given ample opportunities to offer their opinions.
39. Mr. Mahon bought a house built right on top of a coal mine at a low price, and he knew it. Some time later, the coal mining activities caused subsidence (gradual ground sinking). He could
- A. not recover from the mining company because he has content to lie in the bed he has willing laid.
- B. not sue the coal mining company because the coal is necessary for the public.
- C. recover damages because, despite the low price, he contracted to buy a house built on land, and coal in place is the land.
- D. seek injunction against the coal company because human life is more important than coal.
40. To break up the oligopolies of (a market condition of limited competition) in land property ownership, the local authorities issued a law that forced the landlords to sell their properties to renters at market price and financed the private transactions of up to 90%. This law can best be upheld for
- A. the proper exercise of eminent domain whereby the government may take private properties for public use.
- B. the public interest involved as healthy real estate market would promote dynamic economy.

- C. the public interest as more taxes would be generated through the real estate transactions.
- D. government's legitimate purpose of dissolving undesirable anti-competitive influences in the marketplace.
41. When President was walking on the public beach, X, a photographer, took a picture of him. If President wants to sue X, which of the following may be a valid cause of action?
- A. Appropriation
 - B. Intrusion
 - C. Public Disclosure
 - D. None of the above
42. When President was walking on the public beach, X, a photographer, took a picture of him and used the picture in an article published on a local newspaper in which X wrote that "President had a habit to walk on the beach during work hours." If President wants to sue X, which of the following may be a valid cause of action?
- A. Appropriation
 - B. Intrusion
 - C. Public Disclosure
 - D. Defamation
43. When President was walking on the public beach, X, a photographer, took a picture of him and used the picture in an article published on a local newspaper in which X wrote that "President had a habit to walk on the beach during work hours." If President wants to sue X for defamation, which of the following statements is true?
- A. President must prove that the above statement is false.
 - B. President must prove that the above statement has actually defamed his reputation.
 - C. President must prove that X knew that the above statement was not true.
 - D. President must prove that the above statement is objectionable to any reasonable person.
44. A's purse was stolen when she was shopping in the Grocery Store. The store owner, Y, stopped B, another customer who was also shopping in the Store, and asked him to go to the store owner's office to check. If B wants to sue Y for false imprisonment, which of the following statements may be used by Y as a valid defense?
- A. Y reasonably believed that B stole A's purse.
 - B. B consented to the check.
 - C. Y kindly asked B to go to the office and explained the reason.
 - D. Y had only spent five minutes to ask B whether he had stolen X's purse.
45. Ellie was hit by a car when walking on the street. The Driver ran away and left Ellie lying on the ground with a bleeding leg. A passed by, saw Ellie but did nothing. B passed by, saw Ellie, and dialed 911. C passed by, saw Ellie, and tried to help her, but fractured her arm. If later Ellie wants to sue, in addition to the Driver, who else she may sue?
- A. A
 - B. B

C. C

D. None of the above

46. A offered to buy 100 Type-A desks from B at \$ 100 each. B accepted the offer by sending a notice to A saying that he could only send 90 Type-A desks and 10 Type-B desks to A. Then B delivered the 100 desks but A refused to accept or pay. If B sued A and A won, the reasons would be the following EXCEPT

A. A's offer was terminated by B.

B. B did not accept A's offer.

C. There was no contract.

D. The price of Type-B desks is different from that of Type-A.

47. A offered to buy 100 Type-A desks from B at \$ 100 each. B accepted the offer by sending a notice to A saying that he could only send 90 Type-A desks and 10 Type-B desks to A. Then B delivered the 100 desks but A refused to pay. If B sued A under the UCC and won, the probable reason would be

A. A did not object timely.

B. B delivered the desks for A's convenience.

C. There was no contract.

D. The consideration was sufficient.

48. A offered to pay B \$ 10 if B helped A buy a book. B did, but A refused to accept the book and said that he had already got the book. B sued A. If B won the case, most probably it would be because of the following EXCEPT

A. A made a unilateral contractual offer.

B. A told B not to buy the book within a reasonable period of time after he made the offer and before B actually bought the book.

C. A's offer was not effectively terminated.

D. A contract was formed between A and B.

49. A offered to pay B \$ 10 if B helped A buy a book. B did, but A refused to accept the book and said that he had already got the book. B sued A. If A won the case, most probably it would be because

A. A made a unilateral contractual offer.

B. A made a bilateral contractual offer.

C. A's offer had been effectively terminated.

D. A contract was formed between A and B.

50. A offered to sell his computer to B at \$ 400, B agreed. But after B received the computer, he refused to pay. If A sued B and court held for B, it would be because of the following EXCEPT

A. The market price of the computer was only \$ 100, and A was B's teacher.

B. A had two computers: C-I and C-II, and B intended to buy C-I which fact was known to A, but A delivered C-II to B.