

1. Sam orally agreed to sell Jamie some land for \$500,000. Jamie paid Sam the \$500,000; Sam gave Jamie the deed to the land. Jamie took possession of the land and began building a cabin on it. One month later, Sam tried to retake possession of the land by arguing that the contract for the sale was invalid because it was oral, not written. Sam sued Jamie to invalidate the contract and retake the land.

The court will likely conclude that Sam will:

- a) Win; the sale exceeded \$500 so the contract must be written to be valid under the Statute of Frauds.
- b) Win; all land sales contracts must be written.
- c) Lose; because the contract was fully executed Sam cannot rescind the contract.
- d) Lose; because Jamie had begun building a cabin on the property, Sam cannot rescind the contract.
- 2. On Tuesday, Jon offered to sell his CD collection to Sandy for \$100. Sandy replied, "I'm interested. I'll think it over and let you know Thursday whether I want to buy the CDs." On Wednesday, Jon agreed to sell the CDs to Jason, and Jason immediately gave Jon a letter that stated:

"Jon, I will buy your CD collection for \$100. As we agreed, I will pay you on Friday when I pick up the CDs. Yours truly, Jason."

Upon Jon's receipt of this letter on Wednesday, what best describes Jon's contract agreement(s)?

- a) By forming an agreement with Jason, Jon breached his contract with Sandy because he did not effectively revoke his offer to Sandy.
- b) Jon has formed contracts with both Jason and Sandy because Jon did not effectively revoke his offer to Sandy and created an enforceable written agreement with Jason.
- c). Jon and Jason have formed a valid, enforceable contract; Jon's offer to Sandy was properly revoked.
- d) Jon effectively revoked his offer to Sandy, but has not formed an enforceable contract with Jason because Jason has not yet paid for the CD collection.
- 3. Mac and Rhamad signed a business contract with a clause that provides that if a dispute arises they must submit to binding arbitration to resolve the dispute. After they

had been doing business together for a year, a dispute arose under the terms of the contract. Rather than submit to arbitration, Mac filed a lawsuit against Rhamad. Most likely the court will:

- a) Hear the lawsuit because Mac cannot be compelled to submit to arbitration; he is constitutionally entitled to a jury trial if he requests a trial.
- b) Conduct a hearing, then order a remedy without compelling Mac to submit to arbitration or to a jury trial.
- c) Compel Mac to submit to arbitration to resolve the dispute.
- d) Hear the lawsuit in a trial, then compel Mac to submit to arbitration, if Mac is not satisfied with the trial decision.
- 4. Roxy, while driving through Wyoming to her home in Montana, accidentally lost control of her car and drove it through a window into a store owned by Colt. Colt sued Roxy in a Wyoming court for damages to his store.

Will the Wyoming court likely be able to exercise jurisdiction over Roxy?

- a) No, because Wyoming has no *in personam* (personal) jurisdiction over Roxy, and cannot exercise its long arm statute only in cases involving automobile accidents.
- b) No, because Wyoming has no *in personam* jurisdiction over Roxy, and cannot justify minimum contacts in this case.
- c) Yes, Wyoming can exercise jurisdiction in this case because there is a federal question involved due to the diversity of citizenship between the parties.
- d) Yes, because Wyoming can assert *in personam* jurisdiction over Roxy under the minimum contacts test.
- 5. Assume a salesperson intentionally made one of the following statements knowing that the statement was false to a customer considering a purchase. Which statement could create liability for fraudulent misrepresentation if the customer made the purchase?
- a) "In my opinion, this car is in flawless mechanical condition."
- b) "This crane will probably lift about 10,000 pounds."
- c) "This car is a real gem."
- d) "This is an original painting by the artist, Pablo Picasso."
- 6. Ram was walking down the sidewalk by a construction project site in a downtown area. The project was owned and operated by Modern Construction, Inc. and was surrounded by orange plastic fencing typically used for construction projects. Ram stopped to watch a

metal beam being lifted by a crane on the construction site. As the beam swung through the air, Ram thought it was going to fall and jumped forward quickly off the sidewalk and into the construction project property, falling into and smashing the orange plastic fencing. As Ram landed inside the construction project, the beam fell near Ram. The beam did not hit Ram but some rocks were thrown onto Ram as the beam fell, cutting his arm so that it required 35 stitches.

If Ram sues Model Construction for negligence, the likely result will be that Ram will:

- a) Lose, because he assumed the risk as a trespasser on the construction site and trespassers can never recover damages.
- b) Lose, because pedestrians are always liable under contributory negligence in such cases involving trespassing.
- c) Win, because it is always foreseeable that a beam could fall on a rescuing pedestrian.
- d) Win, if the beam fell because of Model Construction's negligence.
- 7. Kim carelessly parked her car on a steep hill, leaving the car in neutral and failing to engage the parking brake. The car rolled down the hill and knocked down an electric line. The sparks from the broken line ignited a grass fire that spread to a barn several yards away. The roof of the burning barn fell and damaged a passing car owned by Ray. Can Ray likely recover damages from Kim under ordinary negligence?
- a) Yes, because Kim was negligent in parking the car.
- b) Yes, because Kim set in motion the chain of events that resulted in damage to Ray's car, even though Kim did not directly hit the car.
- c) No, because of the unforeseeable intervening force doctrine.
- d) No, regardless of Kim's negligence in parking the car as her negligence was not the proximate cause of the accident and harm that occurred to Ray.
- 8. Lee sued Don in negligence. Lee's losses total \$100,000. Under a contributory negligence system, if Lee is found to be contributorily negligent for her own injuries, what damages will Lee like recover from Don?
- a) None.
- b) \$100,000.
- c) \$100,000, less the percentage of fault (e.g., 20%, 60%, etc.) for which Li was responsible.

- d) \$100,000, less the percentage of fault for which Li was responsible, so long as Li was not more than 50% responsible for the injuries.
- 9. Don promised to buy his girlfriend, Sophie, a new car so Sophie sold her old car. Don now refuses to buy Sophie the car. Sophie has a job that requires her to have a car to get to work. If Sophie sues Don to enforce the promise, the likely result is that the promise will:
- a) Be enforced under promissory estoppel because Sophie reasonably relied on Don's promise, to her detriment.
- b) Not be enforced because Sophie received money from the sale of her old car; if she also received the new car from Don, she would be unjustly enriched.
- c) Be enforced because the car is a necessity for Sophie and all contracts for necessities are binding and enforceable for all parties even if contract formation is flawed.
- d) Not be enforced as Don's promise was a gift to Sophie; Sophie gave consideration, but Don did not.
- 10. X and Y agreed that X would sell Y his small business, including the land on which the business was situated, for \$500,000. Both X and Y knew at the time the contract was formed that the business was actually worth \$800,000. Is this a valid, enforceable contract?
- a) Yes, provided the contract was in writing, in accordance with the Statute of Frauds and the parties freely consented.
- b) Yes, provided the contract was in accordance with state statutory law that permits real estate sales for 40% or more below market value.
- c) No, because \$500,000 is not valid consideration for a business worth \$800,000.
- d) No, because X has no pre-existing legal duty to sell his business.
- 11. Fine Art Corp. sent a written offer to buy 10,000 pencils for a total of \$10,000 from Faber Pencil Co. Both parties are merchants. Faber can accept the offer by:
- a) Promising to ship the pencils.
- b) Promptly shipping the pencils.
- c) Accepting the offer on Faber's own written standard form contract.
- d) All of the above could be valid acceptance.

- 12. Ralph, a 16-year old minor, is manager for the high school football team. Ralph signed a contract to purchase alcoholic beverages from Liquormart, Inc. for the team party. This contract is:
- a) Void as a matter of law because it is illegal to sell alcohol to minors by state law.
- b) Void only if Ralph misrepresented his age and told Liquormart he was an adult.
- c) Valid and enforceable, but Ralph has the right to disaffirm because he is a minor.
- d) Valid and enforceable, if Liquormart knew that Ralph was a minor.
- 13. Which of the following activities may involve the use of a contract, and/or constitute a sales contract?
- a) Purchasing medications from a pharmacy.
- b) Hiring a contractor to make home repairs.
- c) Purchasing insurance policies from an insurance agent.
- d) Selling books to customers in a bookstore.
- e) All of the above.
- 14. Fay was admitted to Global Associates, an existing general partnership on January, 2014. In August, 2014, a partnership debt that was incurred in October, 2013 came due. Fay is:
- a) Not liable for the debt because the debt was incurred prior to her joining the partnership.
- b) Only liable for the debt up to the amount of her capital contribution to the partnership.
- c) Personally liable only for 50% of the total debt if 50% of the other partners do not pay.
- d) Personally liable for the full extent of the debt if the other partners do not pay.
- 15. Kelly, Lars and Mona agreed to be partners in Neighborhood Deliveries (ND), all splitting the profits equally. Kelly contributed 70% of the capital upon formation of the partnership. Later, the partners agreed to dissolve the partnership as it was not as profitable as they had expected, and its liabilities were greater than its assets.

The losses are paid by:

- a) All the partners in proportion to their capital contributions.
- b) All the partners in proportion to their share of the profits.
- c) Kelly alone because she contributed the most capital.
- d) Lars and Mona because they contributed the least amount of capital.
- 16. CC's Day Spa, LLC, is a member-managed limited liability company. So long as it is in accordance with state law, and unless the members previously agreed otherwise, voting rights will be apportioned according to:
- a) Participation in management.
- b) Capital contributions.
- c) The number of members.
- d) Each individual transaction of the LLC, and will vary with each transaction.
- 17. Jim and Kiley are architects and general partners of JK Designs. Jim and Kiley supervise Luc, an employee of JK Designs. As partners, Jim and Kiley
- a) Are personally liable for any/all tort(s) committed by Luc.
- b) May be liable for malpractice, but not torts, committed by Luc while Luc is working within the scope of his job at JK.
- c) May be liable for torts committed by Luc while Luc is working within the scope of his job at JK.
- d) Have no liability for any torts committed by Luc at any time.
- 18. Kisha operates River Valley Soccer, an athletic equipment shop, as a sole proprietorship. Taxes on the business's income are paid by
- a) No one; since it is a sole proprietorship there are no business taxes.
- b) Kisha as the sole owner.
- c) The state or federal government if Kisha holds a Small Business Administration loan acquired to start her business.
- d) The business entity of River Valley Soccer, not Kisha personally.

- 19. Assume that Virginia enacted a law prohibiting, until further notice, all grocery stores in Virginia from selling all powdered spices manufactured in, or shipped from, Maryland. This law was enacted because it was discovered that the spices recently manufactured in Maryland were infected with bacteria. Determine the constitutionality of the Virginia statute. The statute is:
- a) Unconstitutional; it violates grocery store owners' substantive and procedural due process rights under the 5th and 14th Amendments because they are private businesses.
- b) Unconstitutional; the statute imposes an undue burden on interstate commerce.
- c) Constitutional; it is a valid exercise of Virginia's police power.
- d) Constitutional; the statute involves the sale of goods which is valid under UCC rules, thus, the state constitution does not apply.
- 20. Distinguish which of the following is an advantage of limited liability companies (LLCs) over corporations.
- a) Only one member of a LLC must have unlimited liability as compared with corporations in which all shareholders have unlimited liability.
- b) LLCs can be formed without any specific steps being taken by the owners as compared with corporations that must file Articles of Incorporation with the State.
- c) In most cases, a LLC can choose whether to be taxed as a partnership or corporation, as compared with corporations that are subject to double corporate taxation.
- d) LLCs can choose whether to sell shares publically to investors, as compared to private corporations that must sell shares publically to investors.
- 21. Pete, who collects antique cars, hired Ann as his agent to find and purchase a 1965 Ford Mustang on his behalf. Ann found a Mustang just like Pete wanted, but Ann fell in love with the car and purchased it for herself.

Which of the following illustrates Ann's liability, if any, in her duty as agent to Pete in this situation?

- a) Ann has not violated the duty of loyalty to Pete; she can find another Mustang for him.
- b) Ann has not engaged in self-dealing because she did not purchase the Mustang with Pete's funds.
- c) Ann usurped an opportunity for Pete, but has not violated the duty of loyalty to Pete by competing with Pete's interests.

- d) Ann violated the duty of loyalty to Pete by competing with Pete's interests, and has usurped an opportunity for Pete.
- 22. Ed hired Frankie, who is 13 years old, to buy a computer on Ed's behalf.

Which of the following identifies the legal relationship between Ed and Frankie?

- a) This is a valid agency relationship even though Frankie is a minor, and Ed would be bound by authorized contracts Frankie enters into on Ed's behalf.
- b) This is a valid agency relationship even though Frankie is a minor, but Ed would have the option of disaffirming any contracts Frankie enters into on Ed's behalf.
- c) This is a valid agency relationship even though Frankie is a minor, but Frankie would not be entitled to any payment under the terms of the agency because he is a minor.
- d) This is an invalid agency relationship because Frankie is a minor.
- 23. Mediation might be more reasonable and appropriate than a trial in which of the following situations?
- a) A lawsuit challenging the constitutionality of a new state statute.
- b) A dispute between neighbors over a property boundary.
- c) An alleged theft of patio furniture from the patio of a house.
- d) None of the above are appropriate for mediation.

Answer questions 24-25 regarding the following scenario:

Scenario: Jones, a resident of Arizona, booked reservations for a vacation at World Hotels, Inc. in Cabo Mar, Mexico. World Hotels is an international hotel chain incorporated in Delaware with hotels in North and South America; World Hotels has no hotels in Arizona but does advertise and book reservations for all its hotels over the internet, in any state. World Hotels has booked reservations in the past with residents of Arizona.

While a guest in the hotel in Cabo Mar, Jones was walking across the hotel lobby, and slipped and fell on the wet marble floor that had been just washed by the maintenance staff. The staff had placed a "wet floor" sign on the lobby floor on the side wall of the lobby.

Jones was taken to the nearest Mexican hospital where surgery was necessary to place a pin in his broken leg. Anxious to return home and see his regular doctor, Jones flew out of Mexico shortly after the surgery. He required two plane seats and an ambulance to meet him at various airports. His health insurance would not cover his hospital stay in Mexico as it was located outside the U.S. When back in Arizona, Jones was unable to work for 8 weeks and required another surgery to remove the pin. He also required several weeks of physical therapy.

- 24. Jones wants to sue World Hotels, Inc. for negligence for \$450,000 to recover all his medical expenses in Mexico and the US; for \$50,000 for the cost of the plane trip from Mexico to Arizona, the 2 plane seats and ambulance costs in various airports; \$10,000 for 8 weeks of lost wages; and \$50,000 for pain and suffering resulting from the injury. Can he sue in federal court?
- a) Yes, because federal court always has jurisdiction over citizens of different states.
- b) No, because federal court does not have jurisdiction in cases that do not involve federal laws.
- c) Yes, because the federal court may have jurisdiction over citizens of different states and the lawsuit involves damages greater than \$75,000.
- d) No, because the federal court has no jurisdiction over an accident that occurred in Mexico.
- 25. It would be easier for Jones to bring the lawsuit in Arizona state court, but he wonders if the court can get World Hotels to come to Arizona. Can the Arizona state court impose jurisdiction over World Hotels to bring the company to court in Arizona?
- a) No, because the subject of the lawsuit took place in a foreign country.
- b) No, because the corporation does not have sufficient minimum contacts with Arizona to allow the Arizona court to use the long arm statute to establish jurisdiction in Arizona.
- c) Yes, because the Jones is a resident of Arizona and he is the plaintiff in the lawsuit.
- d) Yes, because World Hotels has sufficient minimum contact with the state of Arizona to justify the court's use of the long arm statute.
- 26. Dan went to Doctor to have an x-ray. Dan did not sign a written contract, and Dan and Doctor did not make an oral agreement regarding the x-ray. When Doctor billed Dan \$500

for the x-ray, Dan refused to pay. Doctor sued Dan to recover the \$500. Which of the following is true about Doctor's lawsuit?

- a) Doctor can recover under the quasi-contract theory of promissory estoppel.
- b) Doctor can recover under an implied contract theory.
- c) Doctor cannot recover because there was no express contract.
- d) Doctor cannot recover because Dan did not give consideration for the bargain.
- 27. Under the UCC, Section 2-207 (the "battle of the forms" provision), it is provided that, when both parties to a contract are merchants, any *additional terms* added in the acceptance of a standard form contract can properly, validly become part of the contractual agreement UNLESS:
- a) The original offer expressly limits any acceptance only to the terms in the original standard form offer.
- b) The additional terms in the acceptance materially alter the terms of the original standard form offer.
- c) The offeror notified the offeree, within a reasonable period of time, that the additional terms were not acceptable.
- d) All of the above could be true.
- 28. If Earl, a nonmerchant, offered to sell a chair to Isaac, a nonmerchant. Earl's house caught fire and destroyed the chair before Isaac accepted Earl's offer to buy the chair. Consequently,
- a) The destruction of the chair constitutes an automatic valid revocation of the offer.
- b) The fire does not automatically revoke the offer, but because neither Earl nor Isaac is a merchant, the offer is revocable at any time at Earl's option.
- c) Earl did not validly communicate a revocation to Isaac, so Isaac still has the option of accepting Earl's offer; if Isaac accepts the offer, Earl must obtain a similar chair for Isaac or pay Isaac the equivalent value of the chair.
- d) Earl's offer is automatically revoked by the fire, unless the offer was a firm offer.
- 29. Reg offered to sell his motorcycle to Thelma for \$8,000. Thelma replied, "Your price is too high. I will purchase your motorcycle for \$7,000". Reg agreed and they committed their agreement to writing. This transaction can be characterized as:
- a) An enforceable contract because Reg's acceptance of Thelma's offer was a clearly communicated acceptance.

- b) An enforceable contract because Thelma's counteroffer was less than Reg's original offer
- c) An unenforceable contract because Thelma's offer was not the mirror image of Reg's original offer as is required under common law contract rules.
- d) An unenforceable contract unless either Reg or Thelma is a merchant, as defined by the UCC, because sale of personal property contracts are valid only if one of the parties to the contract is a merchant.
- 30. A ordered 100 19-inch color TV sets from B, and requested prompt shipment of the goods. B promptly shipped to A 100 21-inch color TV sets. Prior to shipment, B did not notify A that he was shipping nonconforming TVs as an accommodation. Assuming both A and B are merchants, under UCC rules, in this case:
- a) There is no valid acceptance by B; shipping nonconforming goods acts as a counteroffer, and thus, cannot constitute an acceptance or create a valid, enforceable contract.
- b) Although B shipped nonconforming TVs, A is bound to pay the reasonable value of the 21-inch nonconforming TV sets because B's shipment constituted a valid acceptance, and a binding contract was formed at the time the goods were shipped.
- c) Although B shipped nonconforming TVs, if A accepts and later sells the 21-inch TVs, A has validly accepted the nonconforming goods and is bound to pay B reasonable value for the 21-inch TVs.
- d) There is no contract because B's acceptance (by shipping the goods) is not a mirror image of A's offer.
- 31. A owed B \$1,000, collection of which was barred by the statute of limitations, but A was unaware that period of limitations has passed.
- a) If C without consideration, orally promised A to pay the debt, B may recover \$1,000 from C
- b) If C, without consideration, Promised A in writing to pay the debt, B may recover \$1.000 from C
- c) Both of the statement above are correct
- d) Nether (a) nor (b) is correct
- 32. B & B Tape Co. orally agreed to sell 2,000 boxes of tape to Office Supply, Inc. (Office) at a rate of \$1.00 per box, for a total of \$2,000. Office orally agreed to the deal. B & B delivered 1,000 boxes, totaling \$1,000. Office accepted the delivery and used and sold the tape, but refused to pay for the goods, citing the Statute of Frauds. Under these circumstances, Office is obligated to pay:

- a) Nothing, and may keep the tape because the agreement is unenforceable because it was not written.
- b) \$1,000 for the 1,000 boxes that Office accepted, but is not obligated to accept, or pay for, any more tapes.
- c) \$2,000 as Office is bound to buy the entire 2,000 boxes of tape.
- d) \$1,000 for the 1,000 boxes that Office already accepted, plus \$500 for one-half of the remaining 1,000 boxes.
- 33. Employer promised to pay Employee a \$10,000 annual pension for the remainder of Employee's life, upon Employee's retirement. In return, Employee promised to pay Employer \$100 per year for each of the years he works until retirement. Employee relied on this promise and took out a mortgage on a retirement house. Three years later, Employer refused to honor his promise to pay Employee the \$10,000 annual pension. Employer's promise probably is:
- a. Not binding unless the agreement was in writing; such an agreement is subject to the Statute of Frauds because it is a contract that cannot possibly be performed within 1 year.
- b. Not binding because the \$100 per year given by Employee is inadequate consideration compared to \$10,000 annual pension to be paid by Employer.
- c. Not binding because the pension was to be paid in the future, thus, there was no present intent to be bound that is necessary for a valid contract.
- d. Is binding, under the circumstances, if all the other elements of a contract are present.
- 34. Someone who recovers damages for breach of contract typically can recover:
- a) Only those compensatory damages/losses that can be proven with reasonable certainty.
- b) For all consequences of the breach, e.g., pain and suffering, whether or not the damages are foreseeable.
- c) Only for foreseeable damages.
- d) Punitive damages.
- 35. A orally offered to sell B 100 premium-grade blue ink ballpoint pens, but neglected to state the price. B accepted via letter. A received the acceptance letter, but immediately thereafter, A tried to get out of the deal. Assume that A and B are both merchants, as defined under the UCC. At this point which of the following is most likely to be true about this agreement between A and B?
- a) There is no valid contract because the offer is too indefinite.

- b) There is no valid contract because any offer for the sale of goods must be in writing and signed by both parties.
- c) There is a valid, enforceable contract.
- d) There is a valid, enforceable contract only if either A or B are engaged in international business which makes the agreement subject to CISG (Contract for International Sale of Goods) rules.
- 36. Leon, a bank vice president, joined Fitness Center, Inc. (FC). He signed a contract stating, among other things, an exculpatory clause that FC...

"shall not be liable for any claim, demand, cause of action of any kind whatsoever for, or on account of death, personal injury, property damage or loss of any kind resulting from or related to Member's use of facilities or participation in any sport, exercise or activity within the club premises..."

Leon sustained head injuries when a treadmill on which he was walking collapsed at FC. Leon sued FC for his injuries. The court most likely will rule:

- a) In favor of Leon because the exculpatory clause is against public policy.
- b) In favor of Leon because the exculpatory clause is too broad in scope.
- c) In favor of FC because the exculpatory clause is not unconscionable under the circumstances.
- d) In favor of FC because it had a valid enforceable contract with Leon as Leon knowingly signed the contract.
- 37. Supermarket offered to buy 1000 boxes of yogurt from Foods Co. The offer did not state a specific delivery date. 9 weeks later, Supermarket still had not heard from Foods, nor had Foods shipped the goods. At this point, Supermarket:
- a) Can do nothing but wait to hear an acceptance or rejection from Foods before Supermarket can revoke the offer.
- b) Can assume that Foods does not intend to accept the contract and is free to buy to yogurt from another supplier.
- Must accept the goods when they arrive, unless Supermarket has relocated.
- d) Must accept the goods when they arrive unless Foods has clearly rejected the offer.
- 38. Ed and Nora signed a contract that included a statement, "No evidence of oral negotiations may be used to change the terms of this contractual writing." Later Ed sued Nora for a breach of contract. In court, Nora testified that she did not breach their agreement because, after signing the written contract, she and Ed orally agreed to change the contract terms. Nora's testimony will:

- a) Be admitted by the court as evidence that Nora did not breach the contract.
- b) Be admitted as a valid exception under the Parol Evidence Rule.
- c) Be admitted if Nora is a minor because the Parol Evidence Rule does not apply to contracts with minors.
- d) Not be admitted under the Parol Evidence Rule.
- 39. A city ordinance permits street vendors to operate only within certain commercial areas of the city to prevent dangerous traffic congestion. The street vendors sued the city claiming that the restrictions were a violation of their equal protection rights as other businesses are not restricted to operating only in certain commercial areas within the city.

How would you classify the ordinance?

- a. Constitutional; because the city has a justifiable purpose in enacting the ordinance, it does not violate the equal protection rights of street vendors.
- b. Constitutional; because street vendors are private businesses, they are not protected by the equal protection clause of the 14th Amendment.
- c. Unconstitutional; the ordinance unduly discriminates against street vendors as compared to other business owners and thus, violates the vendors' equal protection rights.
- d. Unconstitutional; privately owned vendors, unlike public businesses, have a constitutional right to conduct business in any commercial area of their choice.
- 40. Charlie Customer bought an airline ticket on BartAir through Tina Travel Agent.

Identify the legal relationship of Charlie, BartAir and Tina regarding this transaction.

- a) Charlie is the principal; Tina is his agent representing him with BartAir.
- b) BartAir is the principal; Tina is its agent in the sale of the airline ticket to Charlie.
- c) Tina is not the agent of BartAir or Charlie, but Tina's employer, the travel agency, is the agent for Charlie.
- d) Tina is the agent for both BartAir and Charlie.