

Paul filed a lawsuit for false imprisonment against Dan's Bookstore. During a visit to Dan's Bookstore, Dan stopped Paul as he left the store. Dan accused Paul of stealing a book from the store. After briefly looking into Paul's shopping bag, Dan determined that Paul did not shoplift. He apologized to Paul and released him. On these facts, Dan will likely:

- a. win the case, because the shopkeepers' privilege statute gives store merchants unconditional immunity (protection) from such lawsuits.
- b. lose the case, because Paul did not shoplift.
- c. win the case, but only if a court or trier of fact concludes that Dan had reasonable cause to believe Paul may have shoplifted, detained him for a reasonable time, and in a reasonable manner.
- d. lose the case, because Dan did not have a warrant.

Bonds wrote McGuire, "I will sell you my house and lot at 419 West Lombard Street, San Francisco, California for \$950,000 payable upon merchantable deed, deal to be completed within 60 days of the date of your acceptance." Assuming that Bonds' letter contains terms which are deemed sufficiently certain and definite, which of the following statements is correct?

- a. Bonds' letter is not an offer unless Bonds intended it to be an offer.
- b. Bonds' letter is not an offer unless McGuire thought Bonds intended to make an offer.
- c. Bonds' letter is an offer if a reasonable person with full knowledge of the circumstances would be justified in thinking it was intended as an offer..
- d. Bonds' letter is not a offer unless both Bonds and McGuire considered it as an offer.

Iverson Jewelers wrote a letter to Miller, "We have received an exceptionally fine self winding Rolox watch which we will sell to you at a very favorable price."

- a. The letter is an offer to sell.
- b. A valid offer cannot be made by letter.
- c. The letter contains a valid offer which will terminate within a reasonable time.
- d. The letter lacks one of the essential elements of an offer.