**(1)** Jocelyn Bell, an astrophysicist, decides to register with the Microsoft Network. The web page on which she signs up, describes the various services the network offers, and at the very bottom of the there is a hypertext link that says “User Agreement.” One need not open the link or read the agreement to register. Once registered, Jocelyn sends thousands of e-mails a day to other astrophysicists around the world. When Microsoft notices the volume of e-mail, it contacts Jocelyn and demands she stop sending so much e-mail. Microsoft points out the User Agreement that governs the use of the Microsoft Network prohibits sending e-mail in such volume. Microsoft’s promise to provide e-mail services and the User Agreement governing the provision of that service are unenforceable for lack of consideration.

**(a) Yes**

**(b) No**

**(2)** Mr. Old is marrying Ms. Young. He agrees to marry her on the condition that she sign a pre-nuptial agreement in which he promises to pay her a lump sum of $50,000 should they divorce, and in which she waives any right she may have to alimony or other forms of monetary support. Are the promises enforceable?

**(A) No, because it concerns domestic matters.**

**(B) No, because there is no consideration for Ms. Young’s waiver of her rights.**

**(C) No, because there is no consideration for Old’s promise to pay the $50,000.**

**(D) None of the above.**

**(3)** Stuart Deutsch, a buyer for Germania, Inc., a garment distributor, negotiated a contract with Margaret Stewart Fashions, Inc. to purchase a specified quantity of garments at a price of $1,000,000. When Henry Perritt, president of Germania, learned of the contract, he called Stuart into his office. He told him that he was so pleased with his deal with Margaret Stuart Fashions that he would be promoted to general manager of Germania’s buying department. Which of the following is the legal effect of Perritt’s promise to promote Stuart?

**(A) It is unenforceable because it was not supported by consideration.**

**(B) It is enforceable because Henry conferred a material benefit on behalf of Germania.**

**(C) It is enforceable because Henry has a moral obligation to perform as promised.**

**(D) None of the above.**

**(4)** I promise to pay for my airline ticket and American Airlines promises to fly me to Chicago--subject to the following qualifications: “Carrier shall not be liable for failure to operate any flight according to schedule, with or without notice to the passenger. Times shown in the time table or elsewhere are not guaranteed and form no part of this contract. Carrier may without notice substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are subject to change without notice. Carrier assumes no responsibility for making connections.” Is my promise to pay enforceable?

**(A) Yes.**

**(B) No, because the schedules are subject to change without notice.**

**(C) No, because the carrier may without notice substitute alternate carriers or aircraft, and may alter or omit stopping places.**

**(D) No, because times are not guaranteed and form no part of the contract.**

**(E) All of (B), (C), and (D).**