

Supplement and Final Exam Answer Grid—*Procuring Cause!*

Course Fee: \$35 3 hours CE Elective Credit

Name (PRINT) _____ E-Mail Address _____
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Phone # () — _ _ - _ _ _ I began this course on: (date) _____
(please complete course within 6 months of starting)

Course Content:

- Supplement and Final Exam Answer Grid (8 pages—**you must print these 8 pages from your printer**)
- “Answers” to the Supplement (2 pages—printing *optional*)
- Final Examination (4 pages—printing *optional*)
- Study Manual (28 pages—printing *optional*)

INSTRUCTIONS

1. You **must** print the Supplement and Final Exam Answer Grid from your computer printer. (8 pages total)
2. Read Chapter #1 of the Course Study Manual.
3. Answer the Chapter #1 Questions contained in the Supplement. Your handwriting must be legible. (Check your “Answers” to the Supplement —see **Course Contents**, above.
4. Locate the Final Examination. Answer the Final Exam questions (usually 10 questions for each chapter of the Study Manual). This is an open-book final exam. Explore the Study Manual to discover the answers to the Final Examination. Place your answers on the Final Exam Answer Grid.
5. Repeat steps 2-4 for each Chapter of the Study Manual
6. Mail the Supplement and Final Exam Answer Grid (10 pages total) plus Course Fee of \$35 to: IA Real Estate Seminars, Box 1523, Waterloo Iowa 50704 Taking several courses? Mail all course Supplements together for grading.

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Introduction and Chapter 1

1. The topic of procuring cause between competitors: (circle your answer below)

- A. Is often a topic of no little problem.
- B. Is often a topic with only minor problems inherent in its solution.
- C. Isn't really much of a concern and certainly doesn't warrant an entire continuing education course to be completed regarding it major tenets.
- D. Is simply a topic to be found in the fossil record and of no modern concern.

2. Fill in the blanks:

No photocopies permitted.
Your answers must be original ink
And/or pencil.

Black's Law Dictionary, 4th Revised Edition, defines Procuring Cause as:

“The approximate cause; the cause _____ a series of events, which, with-
out _____ in their continuity, result in the accomplishment of the _____
_____. [many case citations]. Substantially synonymous with ‘efficient cause.’ A bro-
ker will be regarded as the ‘procuring cause’ of a sale, so as to be entitled to commission, if his
efforts are the foundation on which the negotiations resulting in a sale are begun. *Cales vs. Patti-*
son, 189 Okl. 160, 114 P.2d 456, 458.”

3. List below, words/phrases that have the same or similar meaning to Procure. (list 6 words or phrases) Write your answers here:

4. Whether a broker is to "introduce" a customer or to "find" or to "procure" one, or whether he is to do these things combined, his duties remain practically the same, as the words "find", "procure", and "introduce" are generally used synonymously in making of brokerage contracts. True? or False? (circle your answer)

5. In determining whether a salesman was "procuring cause" of sale on which compensation is based, (circle your answer below)

- A. The test is one of fairness.
 B. The question is one of fact for the jury.
 C. Both "A" and "B" above. D. None of the above.

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6. "In the absence of collusion on the part of the vendor, the agent through whose instrumentality the sale was carried to successful conclusion is the 'procuring cause' thereof. True? or False? (circle your answer)
7. The second broker did nothing toward bringing the parties together, but merely closed the bargain at direction of the purchaser. The second broker is the procuring cause. True? or False? (circle your answer)

Chapter 2: Procuring Cause: Basic Types of Listings and Compensation Requirements

1. Fill in the boxes in the following table:

Types of Listings Questions	Open (General)	Exclusive Agency	Exclusive Authorization (Exclusive Right)
How many competing companies may take this type of listing on a property?			
How many signs from competing companies may be placed on the property?			
May the owner sell/market the property himself?			
If the owner is successful in selling the property, is the owner obligated to pay commission?			
Must the agents prove that they are the procuring cause to earn commission? Against whom?			

2. Which of the following are types of listings? (*circle your answer*)

- A. Multiple listing.
- B. Open; exclusive agency; exclusive right.
- C. "no deal—no commission" listing.
- D. Net listing.

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3. Which of the following are not types of listings but are refined restrictions within the listing type? (*circle your answer*)

- A. Open. B. Multiple; Net listing; "no deal—no commission listing. C. Exclusive Agency. D. Exclusive right.

4. Which of the following could mean, "able" as in the phrase: ready, willing and able? (*circle your answer*)

- A. Legal ability. B. Financial ability. C. Able to obtain reasonable casualty insurance. D. All of the preceding.

5. In this study of Procuring Cause, the agent must prove, at a minimum, that there was a: (*circle your answer*)

- A. Ready/willing/able buyer. B. Closing of the sale of the property.

Chapter 3: Procuring Cause: The Agent versus the Seller under an Open Listing

1. The National Association of Realtors encourages: (*circle your answer*)

- A. Open listings. B. Net listings. C. No deal—No commission listings. D. Exclusive representation of clients.

2. Your study manual lists numerous acts of abandonment which may prevent you from being the procuring cause. List three (3) or more of those below:

3. There may be a time period when the agent abandons her efforts to market the seller's property. Which is true? (*circle your answer*)

- A. The details of the transaction may be factors used to resolve the time period issue.
- B. The type of transaction may be important when resolving the time period issue.
- C. A board of Realtors may establish a time period of abandonment in arbitration cases.
- D. All of the above are true regarding time periods of abandonment.

4. Fill in the blanks: The Wyoming Supreme Court has said: "where the intervening time is comparatively _____, and where there is doubt whether the negotiations were definitely and finally _____ off in _____ faith, and where _____ to the broker and to the owner are in the balance, the question as to whether or not the broker should be allowed a commission

may, often at least, become a question for the _____ to solve.”

5. Which of the following transactions may have special time emergencies for their completion? (circle your answer)

A. 1031(a) tax deferred exchanges. B. Transactions important for the calendar year. C. Time-of-the-essence transactions. D. All of the preceding.

6. If the agent appears uninterested in solving the time-crisis issues, the seller may be justified in directing the transaction without the agent's help and, of course, refuse payment of commission.

True or False (circle your answer)

7. In Monson vs. Carlstrom, the agent lost his commission, failing to prove procuring cause, because the actual purchaser: (circle your answer below)

A. Intercepted the broker's e-mail to a different prospect.
B. Found marketing info on the broker's website.
C. Was ascertained by overhearing the agent's conversation with a different prospect.
D. Violated the broker's monthly reconciliation of the trust account.

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Chapter #4: Procuring Cause: Agent vs. Agent

1. Your study manual lists ten (10) situations which may cause procuring cause disputes. List any three (3) of those below:

2. Where two or more brokers are employed, there is no implied contract to pay more than one commission, and it therefore becomes necessary to lay down a rule for determining which one of different possible claimants is entitled to be paid. True or False (circle your answer)

3. Fill in the blanks in the following paragraph:

. the plaintiff _____ solicited Hanna, and that he solicited him _____ and _____, and that he was thereby instrumental and _____ in inducing Hanna to a favorable decision. But, this could be true of _____ competing agents with whom an owner has listed his land. If the owner were to become liable for a commission because of such influence and assistance, he would become _____ and _____ liable to every agent that had made an effort to sell to the particular customer.

4. Which is true of the "most comfortable" rule of compensation resolution?
 - A. This rule requires the purchaser to state reasons for his discomfort with certain agents.
 - B. "the agent asked me to forge my spouse's signature" is a valid reason for being uncomfortable with a certain agent.
 - C. The most comfortable rule appears to allow purchasers to act arbitrarily, temperamentally and capriciously.
 - D. All of the above are true concerning the most comfortable rule.
5. Which rule of compensation resolution gives the selling commission to the first person who shows the property?
 - A. The threshold rule B. The first agency agreement rule. C. The unfair advantage rule. D. All of the preceding
6. The Threshold Rule may transform the agent into a shower of properties as opposed to a procurer of purchasers. True? or False? (circle your answer)
7. Which is true?
 - A. A purchaser may be listed like a seller but there are some differences.
 - B. A purchaser may never be listed like a seller but a tenant may be listed like a landlord.
 - C. A purchaser may never pay the broker's commission.
 - D. The National Association of Realtors recommends the listing of all clients using either an open listing or a version of the exclusive type of listings.

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Chapter #5 Procuring Cause, the local Board of Realtors, Professional Standards Committee and Arbitration

1. Which Article of the Realtor Code of Ethics provides for arbitration of commission disputes?
 - A. Article 2. B. Article 7. 3. Article 17 4. Article 3.
2. The grievance committee performs a screening function similar to review of ethics complaints. The key question for the grievance committee is:
 - A. Can the commission dispute be resolved nunc pro tunc?
 - B. Can the commission dispute be resolved pro bono?
 - C. If the allegations in the request for arbitration were taken as true on their face, is the matter at issue related to a real estate transaction and is it properly arbitrable. . .?
 - D. This question is bogus; there is no grievance committee in existence at the local board of Realtors.
3. What follows the screening function of the grievance committee?
 - A. Mediation. B. Litigation. C. Capitulation. D. Recapitulation.
4. If a dispute is resolved in mediation, the parties sign an agreement spelling out the terms of the settlement, and no arbitration hearing is held. True? Or False? (circle your answer)
5. Which is true?
 - A. The professional Standards hearing panel functions to conduct a full due process hearing with sworn testimony, counsel, witnesses and documentary evidence.
 - B. After the hearing, the hearing panel decides which Realtor is entitled to the award.
 - C. The award is typically a disputed commission in a transaction proven by a preponderance of the evidence.
 - D. All of the above are true.

6. Fill in the blanks in the following paragraph:

Key Factors in a Procuring Cause Dispute

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There is _____predetermined rule of entitlement that may be established by an association of Realtors. The Hearing Panels should consider the _____ course of events _____making a _____. Matters such as the first showing of the property, the writing of the successful offer or the existence of an agency relationship with the buyer are _____, in themselves, exclusive _____of procuring cause/entitlement.

7. Which Standard of Practice says: "The filing of litigation and refusal to withdraw from it by Realtors in an arbitrable matter constitutes a refusal to arbitrate."? *write your answer here:* _____

Chapter #6 Procuring Cause: Parables, Analogies, Metaphors and Picture Stories

1. What is the challenge of using a parable, analogy or picture story to explain procuring cause?

(write your answer in the space provided)

2. Before showing a property, which of the following questions might be appropriate?
- A. Have you seen this property through any one else?
 - B. Have you signed any type of paper work agreeing to work exclusively with that agent?
 - C. If you have seen the property through another agent, why are you wanting me to draft the offer?
 - D. All of the above may be appropriate to ask before showing a property.
3. The first-blood principle has its limitations when applied to real estate marketing. The problem with applying this principle to real estate sales is that the agent may be great at showing properties but not so good at getting acceptable offers from purchasers. True? Or False? (circle your answer)
4. How might you introduce the topic of "loyalty" to your prospective customers?
- A. "I am a professional in a business which has certain challenges because it's either all-or-nothing; a feast-or-a famine type of business. . ."

- B. "Now, I need to share something with you or else I'm going to have real skinny children. . ."
- C. "Let me give to you this little book called 'Home-Buyer Passport'; if you meet a real estate professional, show them my . . ."
- D. All of the above may be good ways to communicate *loyalty* to a purchaser.

5. In your opinion, which parable/illustration/metaphor does the best job of explaining procuring cause? (circle your answer below)

- #1: The Apple Tree Parable of Procuring Cause.
- #2: The First-Blood Parable of Procuring Cause.
- #3: The Deer Hunting Parable of Procuring Cause (A).
- #4: The Deer Hunting Parable of Procuring Cause (B).
- #5: The Fish Story Parable of Procuring Cause.

6. In your opinion, which parable/illustration/metaphor does the worst job of explaining procuring cause? (circle your answer below)

- #1: The Apple Tree Parable of Procuring Cause.
- #2: The First-Blood Parable of Procuring Cause.
- #3: The Deer Hunting Parable of Procuring Cause (A).
- #4: The Deer Hunting Parable of Procuring Cause (B).
- #5: The Fish Story Parable of Procuring Cause.

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Course Evaluation

The Stronger aspects of this course were:

The Weaker aspects of this course were:

Final Examination: Answer Sheet
First blood and Other Principles of Procuring Cause
You must score 24 questions correct (80%) to pass.

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	A	B	C	D		A	B	C	D
1.	0	0	0	0	16.	0	0	0	0
2.	0	0	0	0	17.	0	0	0	0
3.	0	0	0	0	18.	0	0	0	0
4.	0	0	0	0	19.	0	0	0	0
5.	0	0	0	0	20.	0	0	0	0
6.	0	0	0	0	21.	0	0	0	0
7.	0	0	0	0	22.	0	0	0	0
8.	0	0	0	0	23.	0	0	0	0
9.	0	0	0	0	24.	0	0	0	0
10.	0	0	0	0	25.	0	0	0	0
11.	0	0	0	0	26.	0	0	0	0
12.	0	0	0	0	27.	0	0	0	0
13.	0	0	0	0	28.	0	0	0	0
14.	0	0	0	0	29.	0	0	0	0
15.	0	0	0	0	30.	0	0	0	0

Instructions:

#1 Locate the Final Examination.
It is just before the Study Manual.

#2 Answer the questions to the
final examination.

Read the Study Manual to help
you answer the Final Examination
questions.

#3 Mark your answers to the Fi-
nal Examination on the Answer
Grid below.

You must score 24 ques-
tions correct (80%) to pass.

Some questions may have
less than four possible answers.
The Final Exam questions may
have changed since the last
printing of this course.

Acknowledgment: I have completed this course and final examination by myself and am solely responsible for all answers found on this Supplement and Final Exam answer grid. If I received help completing this course, I participated in every detail of its completion.

(Signature and phone number)

Return this Supplement and Final Exam answer grid plus Course Fee of \$35 to:

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Answers to the Supplement—Procuring Cause

Some students print this page to help check their answers to the Supplement

Intro and Chapter 1

1. A
2. Black's Law Dictionary, 4th Revised Edition, defines Procuring Cause as:
 "The approximate cause; the cause originating a series of events, which, without break in their continuity, result in the accomplishment of the prime object. [many case citations]. Substantially synonymous with 'efficient cause.' A broker will be regarded as the 'procuring cause' of a sale, so as to be entitled to commission, if his efforts are the foundation on which the negotiations resulting in a sale are begun. *Cales vs. Pattison*, 189 Okl. 160, 114 P.2d 456, 458."
3. (note: choose six of the following): Introduce; find; secured; to get; to obtain; attain; bring about; prevail upon; unbroken by any new independent intervening cause; produces the event; influenced; persuaded; instigated; set in motion; commences a series of events; whose instrumentality; must first call his customer's attention to; original discovery of the purchaser; setting in motion; approximate cause; reaching the goal of the employment; 4. True 5. "C" 6. True 7. false

Chapter 2

1. (see chart at right)
2. B.
3. B.
4. D.
5. A.

Chapter 3

1. D
2. (pick 3 of the following) --refusing to advertise the seller's property in the newspaper or other mediums.
 --refusing to show the seller's property when requested.
 --voicing your discouragement about the condition of the seller's property.
 --forgetting to make regular communication with the seller.
 --forgetting to notify the seller regarding comments made by those showing the property.
 --listing other properties with similar characteristics and diverting prospects to those properties.
 --failing to fulfill your promises for advertising, frequency of advertising, frequency of open houses, etc.
 --disparaging the transaction to the buyer, "there are better properties for your money than this one."

3. D.
4. The Wyoming Supreme Court has said: "where the intervening time is comparatively *short*, and where there is doubt whether the negotiations were definitely and finally *broken off* in *good faith*, and where *justice* to the broker and to the owner are in the balance, the question as to whether or not the broker should be allowed a commission may, often at least, become a question for the *jury* to solve."
5. "D" 6. True 7. C

Types of Listings Questions	Open (General)	Exclusive Agency	Exclusive Authorization (Exclusive Right)
How many competing companies may take this type of listing on a property?	Many	One	One
How many signs from competing companies may be placed on the property?	Many	One	One
May the owner sell/market the property himself?	Yes	Yes	Yes
If the owner is successful in selling the property, is the owner obligated to pay commission?	No	No	Yes
Must the agents prove that they are the procuring cause to earn commission? Against whom?	Yes, against the owner and the other competing companies.	Yes, but only against the owner.	No. The agent does not need to establish procuring cause. The agent must only prove the existence of a ready, willing and able buyer.

Some students print this
page to help check their
answers to the Supplement

Chapter #4

- 1.
1. When a property has been shown by more than one agent to the same buyer.
2. When a property has been shown by one agent, and later, a different agent writes the offer without showing the property.
3. When a certain purchaser is solicited by two different agents for the same property, neither agent having shown the property, and the sale is negotiated through one of those agents.
4. When a property is first shown as an "open house" and later by a different agent.
5. When the property is first shown as an "open house" and later, a different agent writes the offer without having shown the property.
6. When the agent provides the owner with the name of a potential buyer.
7. When a buyer learns of a listing through the efforts of an agent. (e.g., sees the agent's signs or advertisements) but contacts the seller directly. (See an earlier chapter)
8. When a buyer learns of a listing through the efforts of an agent (e.g., sees the agent's signs or advertisements) but contacts a different agent.
9. The property is shown by the listing agent; the buyer purchases through a second agent (who claims to be able to give better representation through single agency).
10. The purchaser views the property through one agent but feels "*more comfortable*" working through a different agent.
2. True
3. . . . the plaintiff first solicited Hanna, and that he solicited him diligently and frequently, and that he was thereby instrumental and influential in inducing Hanna to a favorable decision. But, this could be true of all competing agents with whom an owner has listed his land. If the owner were to become liable for a commission because of such influence and assistance, he would become doubly and trebly liable to every agent that had made an effort to sell to the particular customer.
4. D. 5. A. 6. True 7. A.

Chapter #5

1. C. 2. C. 3. A. 4. True 5. D.
6. There is no predetermined rule of entitlement that may be established by an association of Realtors. The Hearing Panels should consider the entire course of events before making a determination. Matters such as the first showing of the property, the writing of the successful offer or the existence of an agency relationship with the buyer are not, in themselves, exclusive determiners of procuring cause/entitlement.
7. Standard of Practice 17-1

Chapter #6

1. Over analyzing the story, parable, etc., eventually causes it to break down and become less applicable to the problem it was created to solve.
2. D. 3. True 4. D. 5. (no correct answer; your opinion is requested) 6. (no correct answer; your opinion is requested)

Procuring Cause— Final Exam

(when complete, transfer your answers to the answer grid on the last page of the **Supplement**.)

1. The procuring cause is:
 - A. The cause originating a series of events.
 - B. The cause and effect of the anthropic principle.
 - C. The cause that who ever controls the media, controls the morals of society.
 - D. The effect but not the cause of inverse condemnation.
2. Which words/phrases below all have the same meaning as procuring cause?
 - A. Bedeviled, erode, notion.
 - B. Bedeviled, erode, devotion.
 - C. Introduce, find, secured.
 - D. Invert, consolation, boycott.
3. Which words/phrases below all have the same meaning as procuring cause?
 - A. Persuaded; instigated; set in motion.
 - B. Jet-lag; interloper.
 - C. Thief; prevaricator; underhanded.
 - D. Unfortunate accident; luck-of-the-draw.
4. In determining whether the salesman was “procuring cause” of the sale, which is true?
 - A. The test is one of fortitude.
 - B. The test is one of fairness.
 - C. The test is one of fitness derived from the Darwinian principle of “survival of the fittest.”
 - D. The test is a multiple choice question based educational format.
5. “In the absence of _____ on the part of the vendor, the agent through whose instrumentality the sale was carried to successful conclusion is the ‘procuring cause’ thereof.” Using your study manual, what word most accurately completes the prior statement?
 - A. Understanding. B. Collusion. C. Contempt. D. Disrespect.



Chapter 2

6. The listing broker must prove she is the procuring cause against the *seller only* when using which of the following listings?
 - A. Exclusive agency listing. B. Exclusive right/authorization listing. C. (omit) D. (omit)
7. Which is true concerning a “net” listing?
 - A. It is a definite type of listing.
 - B. It is a definite type of listing in the family of exclusive and open listings.
 - C. Net listings are legal throughout Iowa and the business universe.
 - D. It is not a listing type; it is a method of computing commission.
8. Which of the following could mean, “able” as in the phrase: ready, willing and able? (*circle your answer*)
 - A. Legal ability. B. Financial ability. C. Able to obtain reasonable casualty insurance. D. All of the preceding.
9. Which is (are) true?
 - A. Ability may mean the purchaser is legally able to purchase the property under the required terms.
 - B. Legal ability refers to legal age, generally age 18.
 - C. When a person reaches legal age, they are no longer a minor but a major; no longer an infant but an adult.
 - D. All of the above are true.

10. Which is true?

- A. "able" *only* refers to your ability to command reasonably priced casualty insurance and *never* mortgage insurance.
- B. FICO stands for Fair Isaac Company; FICO blends Transunion, Experion and Equifax credit scores.
- C. FICO stands for Financial Institutions Credit Organization; don't let any one tell you it stands for Fair Isaac Company.
- D. FICO stands for Financial Institutions Credit Organization which issues credit default swaps and collateralized debt obligations.

Chapter 3

11. Which of the following is not a method of abandonment of your efforts in becoming the procuring cause? (according to your study manual)

- A. Faithfully fulfilling all of your promises contained in the listing agreement.
- B. Refusing to advertise the seller's property in the newspaper or other suitable mediums.
- C. Forgetting to make regular communication with the seller.
- D. Disparaging the transaction to the buyer: "there are better properties for your money than this one."

12. If the agent appears uninterested in solving the time-crisis issues, the seller may be justified in directing the transaction without the agent's help and, of course, refuse payment of commission.

- A. True B. False C. (omit) D. (omit)

13. Regarding time periods of abandonment, which is FALSE?

- A. The time period has been established by formulae and is always 12 days.
- B. A board of Realtors may establish a time period of abandonment in arbitration cases.
- C. Competitors may establish a period of abandonment within joint venture agreements.
- D. Case law may establish a period of abandonment.

14. In *Studt vs. Leiweke*,

- A. The broker discovered the buyer and showed him the property.
- B. The broker recommended the property to the purchaser.
- C. The broker brought the purchaser to the seller, who consummated the sale within one week.
- D. All of the above are true of the broker in *Studt vs. Leiweke*.

15. Which appears to be true in *Monson vs. Carlstrom*?

- A. The person who became the purchaser ascertained by overhearing agent's conversation with another, that seller's property was for sale, and then proceeded on his own motion to enter into negotiations with defendant for its purchase.
- B. The court instructed the jury that the broker must prove that the person to whom the sale was made "was so procured, and induced to enter into negotiations and make such purchase, by and through the efforts and influence of plaintiff".
- C. It would not be sufficient for agent merely to show that the purchaser became aware that the property was for sale by overhearing some negotiations between the agent and another person, to whom the agent was endeavoring to make a sale.
- D. All of the above appear to be true.

Chapter #4

16. Which of the following situations may result in a procuring cause dispute?

- A. When a property has been shown by more than one agent to the same buyer.
- B. When a property has been shown by one agent, and later, a different agent writes the offer without showing the property.
- C. When a buyer learns of a listing through the efforts of an agent (e.g., sees the agent's signs or advertisements) but contacts a different agent.

D. All of the above situations may result in a procuring cause dispute.

17. Can a purchaser be "owned" by an agent?

- A. Yes! The agent who first solicits a purchaser owns the purchaser.
- B. Certainly! The agent who first solicits a purchaser has a lien on the purchaser.
- C. Absolutely! The agent who first solicits a purchaser has a proprietary interest in the purchaser.
- D. Probably not.

18. Which is true about the "most comfortable" rule?

- A. It is a rule which is used in the local board of adjustment.
- B. It has not been tested in court; it has not yet come of age.
- C. It is a rule which is used in the lunatic fringe.
- D. It will solve all compensation collection problems in the future.

19. Which is true?

- A. The "threshold" rule has the possibility of converting an agent from being a procurer of purchasers to a shower of properties.
- B. The "threshold" rule has become outmoded in all situations.
- C. The "threshold" rule was never used in arbitration disputes.
- D. The "threshold" rule is essentially the same as the procuring cause rule.

20. The "first agency agreement" rule favors the agent, in compensation disputes, who first makes an agency disclosure with the contested purchaser.

- A. True. B. False.

Chapter #5

21. The grievance committee performs a screening function similar to a review of ethics complaints. The key question for the grievance committee is:

- A. Can the commission dispute be resolved nunc pro tunc?
- B. If the allegations in the request for arbitration were taken as true on their face, is the matter at issue related to a real estate transaction and is it properly arbitrable. . .?
- C. Can the commission dispute be resolved pro bono?
- D. This question is bogus; there is no grievance committee in existence at the local board of Realtors.

22. What follows the screening function of the grievance committee?

- A. Capitulation. B. Litigation. C. Mediation. D. Recapitulation.

23. Is (are) there any predetermined rule(s) of entitlement that may be established by a board of Realtors entering into arbitration?

- A. No.
- B. Yes; each board is autonomous and may independently establish predetermined rules entering into arbitration.
- C. No; it is illegal for local boards to perform arbitration.
- D. Yes; the threshold rule may be used on a predetermined basis.

24. The filing of litigation and refusal to withdraw from it by Realtors in an arbitrable matter constitutes a refusal to arbitrate. A. True. B. False. C. (omit) D. (omit)

25. Which is FALSE?

- A. *Generally*, the award of the Panel in an arbitration case can be judicially enforced if not paid by the non-prevailing party.
- B. *Without exception*, the award of the Panel in an arbitration case can be judicially enforced if not paid by the

non-prevailing party.

C. (omit) D. (omit)

Chapter #6

26. Before showing a property, which of the following questions might be appropriate?

- A. Have you seen this property through any one else?
- B. Have you signed any type of paper work agreeing to work exclusively with that agent?
- C. Both A. and B. above.
- D. None of the above would be appropriate.

27. When explaining "loyalty" to your prospective customers, why might you tell them: "I need to share something with you or else I'm going to have real skinny children."?

- A. I'd never say anything like that. I feed my children. What's the *skinny* on that?
- B. It is a way of expressing the nature of your business; if they purchase from a competitor you may not receive compensation- -and won't be able to feed your children and therefore your children- - etc.
- C. Talking about skinny children refers to biology and nutrition and doesn't relate to loyalty.
- D. It don't apply. Don't that mean that if they are loyal that your children are going to be fat? I just don't get what this has to do with loyalty. It sounds like somebody is going to get hardening of the arteries as a result of being loyal.

28. Which is FALSE?

- A. Parables may be useful in explaining procuring cause.
- B. The parable never fades in its usefulness when explaining procuring cause; parables are practical to the infinite degree when it comes to practical explanations of difficult topics.
- C. By using parables, agents may learn special skills necessary to prevent the sale from slipping away to a competitor.
- D. All of the above are false (oops; omit this answer. Seriously, this is not the correct answer)

29. In your opinion, which parable/illustration/metaphor does the worst job of explaining procuring cause? (Which ever answer you pick, your answer will be correct; the author is soliciting your answer for an educational opinion poll on this subject. Thank You!)

- A. The Apple Tree Parable of Procuring Cause.
- B. The First-Blood Parable of Procuring Cause.
- C. The Deer Hunting Parable of Procuring Cause (A) or (B).
- D. The Fish Story Parable of Procuring Cause.

30. Should this course be used as a substitute for competent legal advise?

- A. No. B. No. C. No D. No.

Transfer your answer grid on the last page of the Supplement.

Do Not return this test booklet; you may need this test booklet if you do not pass the final exam.