

FACULTY OF LAW – UGANDA MARTYRS UNIVERSITY NKOZI
BACHELOR OF LAWS (LLB)

YEAR III - END OF SEMESTER FINAL EXAMINATION

Academic year: 2021/2022

INTERNATIONAL TRADE & BUSINESS, LLB 3106

DATE: 9th December 2022

TIME: 9:30 – 1:00pm

INSTRUCTIONS

1. This is a fully open book examination.
2. Candidates must answer **Four 4** questions in total, with two questions from each section.
3. Start each number on a fresh/different page.
4. Well-structured and precise answers coupled with relevant authorities shall make for good consideration in awarding marks.

QUESTION 1

- a) Discuss the duties of a buyer *vis a vis* those of the seller under a classic F.O.B contract. **(10 Marks)**
- b) Discuss the operations of a Bill of Lading and the practical ways in which a Bill of Lading can facilitate the needs of the buyer and the seller in an international sales transaction. **(15 marks)**

QUESTION 2

Write short notes on the following

- a) Dispute resolution under the World Trade Organisation **(5 Marks)**
- b) The meaning and difference between the terms DDP and DAP. **(5 marks)**
- c) The case of *Bidell Bros vs. Clemens Horst Co. (1911)1 KB 214* **(5 marks)**
- d) Anti-dumping laws **(5 marks)**
- e) Challenges of Regional Economic Communities in Africa such as the East African Community **(5 marks)**

QUESTION 3

Jennifer Muguzi in January 2022 contracted to ship 1000 bicycles from Ukraine to her home country called Wanada. The bicycles were to be given out in the campaigns in the presidential elections of 3rd July 2022. She was the campaign manager for a candidate in the race.

The contract provided that the goods should be delivered in under 3 months. That payment should be through letters of Credit in Exim bank-Wanada. The carrier shall be identified by the seller who would also pay freight charges. The buyer was to secure insurance of the goods. The buyer, however, is unaware of the procedure on international trade and she doesn't really want know, all she wants is bicycles delivered.

The seller however, sent 900 bicycles in the batch hoping to send others on time using his own witty ways. Some bicycles were however damaged while being loaded on the ship and some other batch of 200 bicycles caught fire while enroute at the high seas. The goods arrived on 5th November 2022.

- a) Who has the responsibility of obtaining a Bill of Lading and why? **(5 marks)**
- b) Are the terms of contract FOB or CIF or a variation of these? **(5 marks)**
- c) In the circumstances, what solutions does Jennifer have? **(5 marks)**
- d) If you are counsel for Exim bank, what would you look out for in this transaction? **(5 marks)**
- e) Explain delivery under a CIF contract. **(5 marks)**

PART B

QUESTION 4

- A. Explain the various types of contracts under a documentary credit transaction. **(10 marks)**
- B. Discuss fraud as an exception to the water-tight principles of documentary credits. **(15 marks)**

QUESTION 5

“There is no room for documents which are almost the same, or which will do just as well.... The bank...cannot take upon itself to decide what will do well enough and what will not....if it departs from the conditions laid down, it acts on its won risk” per **Equitable Trust Co. of New York vs. Dawson Partners (1927) 27 Lloyds Report 49.**

Mr Enock Mudyobole, a Bank manager at Zenith Bank, while presenting on documentary credits at a University lecture argues that the principle in the above case remains the only important principle while paying under international trade transactions.

You are required to critically respond to his presentation. Proceed! (25 marks)

QUESTION 6

- A.** The UCP 600 is provided as the guiding document for international commerce. The document is revised every other decade to cater for new and emerging trends in business and international law.

As a student on international trade, what provisions do you wish to amend or desire to be introduced in the next UCP? (10 marks)

- B.** Examine the contracts for sale of goods under the national (Ugandan) legal regime *vis a vis* contracts under the United Nations Convention on Contracts for the International Sale of Goods, 1980.

Which legal regime is best suited for transactions and Why? (15 marks)

THIS IS ONLY THE BEGINNING BEST WISHES!