

<b>STUDENT'S ID</b>	.....
<b>PROGRAMME</b>	
<b>COURSE TITLE</b>	<b>BUSINESS LAW</b>
<b>COURSE CODE</b>	<b>MGT 122</b>
<b>DURATION</b>	<b>2 HOURS</b>
<b>EXAMINER</b>	<b>FRANCIS OPUNI KESSEH, ESQ.</b>
<b>INSTRUCTION</b>	<b>There are three (3) sections in all. Sections A, B and C. Answer all questions in sections A and B and any one question from section C. Answer sections A and B on the question paper and Section C in an answer booklet to be provided. Candidates are advised to write clearly and avoid cancellation. Read the questions carefully before you start</b>

**SECTION A**

**Tick the correct answer from the options provided under each question.**

**Q1.** The party who makes the offer to enter into a contract is known as

- a) The donee
- b) The offeror
- c) The lessor
- d) The offeree

**Q2.** Which of the following would not be considered a defence to the enforcement of a contract.

- a) Consent obtained by misrepresentation
- b) Consent obtained by economic duress
- c) Consent obtained by undue influence
- d) Consent genuinely obtained

**Q3.** Which of the following is not an element of a contract

- a) Agreement
- b) Capacity
- c) Consideration
- d) Genuine Consent

**Q4.** ..... is a theoretical underpinning of contract that agreement must be fulfilled

- a) Sanctity of contract
- b) Contracting party beware
- c) Protection of innocent third party purchaser
- d) All of the above

**Q5.** A voidable contract is one

- a) Which is not invalid
- b) Which may be valid
- c) Which is valid until it has been set aside by an aggrieved party
- d) Which cannot be enforced by the court.

**Q6.** A contract which has not been performed by any of the parties to it is called

- a) Idle contract
- b) Executed contract
- c) Executory contract
- d) Executable contract

**Q7.** All the following are sources of business law in Ghana EXCEPT

- a) Treaties
- b) Orders, rules and regulations
- c) Common law
- d) The Existing law

Q8. Who defined contract as "*The promises or set of promises the law will enforce*"

- a) William Hanson
- b) Sir Frederick Pollock
- c) Lord Denning
- d) Justice Annin Yeboah

Q9. Consideration must be

- a) Equitable
- b) Adequate not sufficient
- c) Sufficient not adequate
- d) Sufficient and adequate

Q10. Reasonableness in contract law is a question of

- a) Fact
- b) Law
- c) Both fact and law
- d) Evidence

Q11. The superior Court of Ghana comprises of

- a) The High Court, Appeals Court and the Supreme Court
- b) The Supreme Court, the Court of Appeal and the High Court
- c) The Supreme Court, the National House of Chiefs and the Court of Appeal
- d) The Supreme Court, the National House of Chiefs, the Court of Appeal and the High Court.

Q12. The Court of Appeal has

- a) Supervisory and appellate jurisdiction.
- b) Original and appellate jurisdiction
- c) Appellate Jurisdiction
- d) All of the above

Q13. Which court has original jurisdiction in all matters concerning a breach of fundamental human rights?

- a) The Supreme Court
- b) The Court of Appeal
- c) The High Court
- d) The High Court and Court of Appeal

Q14. Criminal appeals from the Circuit Court shall be pursued at

- a) The High Court

- b) The Court of Appeal
- c) The Supreme Court
- d) The Circuit Court

Q15. Civil appeal from the Circuit Court shall be pursued at

- a) The High Court
- b) The Court of Appeal
- c) The Supreme Court
- d) The Circuit Court

Q16. An offer continues until it is brought to an end by any of the following means except

- a) Occurrence of a terminating event
- b) Rejection
- c) Death
- d) Agreement

Q17. Acceptance may take any of the following forms except

- a) Silence
- b) Conduct
- c) Words
- d) Writing

Q18. When the promisee buys the promise of the promisor by doing some act in return for the promise, the consideration provided is called

- a) Past consideration
- b) Executory consideration
- c) Executed consideration
- d) Sufficient consideration

Q19. When a promisee buys the promise of the promisor by promising to do or refrain from doing some act in return for the promisor's promise, the consideration provided is referred to as

- a) Executory consideration
- b) Executed consideration
- c) Sufficient consideration
- d) Past Consideration

Q20. Pick out the odd item

- a) Consideration must not be past
- b) Consideration need not move from the promisee
- c) Consideration must be adequate not sufficient



- d) Consideration must be sufficient not adequate
- Q21. There is a presumption against the existence of intention to create legal relations when a particular transaction is considered to be
- Domestic
  - Commercial
  - Quasi domestic
  - None of the above
- Q22. A contract entered into with an infant is unenforceable except when the contract is
- Contract for necessities
  - Beneficial Contract of service
  - One which the infant has performed his part of the bargain
  - All of the above
- Q23. The content of a contract may be ascertained from
- Words used
  - Operation of law
  - Custom
  - All of the above
- Q24. A term which goes to the root of a contract is called
- Warranty
  - Innominate term
  - Implied term
  - Condition
- Q25. Pick out the odd item
- Restitution
  - Fine
  - Reformation
  - Specific performance
- Q.26 Pick out the odd item

- Mistake
  - Damages
  - Undue influence
  - Illegality
- Q.27 The law of agency an important exception to the doctrine of
- Sanctity of contract
  - Privity of contract
  - Caveat Emptor
  - Reasonableness
- Q.28 An agent performs his functions to bring the principal into a legal relationship with
- Third party
  - The Agent
  - The parties to the contract
  - All of the above
- Q.29 An agent who acts without compensation is called
- A gratuitous agent
  - Agent of necessity
  - Unpaid agent
  - Actual agent
- Q.30 Fiduciary duties of an agent may include the following
- Duty of loyalty
  - Duty to act with skill and care
  - Duty to account
  - Duty to set off against principal's unpaid commission

## SECTION B

Fill in the missing words

- Q.31 The general rule is that an acceptance has no effect until it is ..... to the offeror.
- Q.32 ....., creates a situation where the dispatch and receipt of acceptance tends to coincide.

Q.33 The lower courts of Ghana include \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_

Q.34 The Supreme Court of Ghana consists of \_\_\_\_\_ and not less than \_\_\_\_\_ justices of the Supreme Court.

Q.35 \_\_\_\_\_ is a term of contract a breach of which entitles the innocent party to damages and not to repudiate the contract.

Q.36 A minor in law is a person below the age of \_\_\_\_\_ years

**Indicate whether a contract is void or voidable in any of the following instances**

Q.37 Duress \_\_\_\_\_

Q.38 Illegality \_\_\_\_\_

Q.39 Common mistake \_\_\_\_\_

Q.40 Misrepresentation \_\_\_\_\_

## SECTION C

**Answer any one (1) question from this section.**

### Question 1

Write short notes on the following;

- a) Parole Evidence rule
- b) Condition
- c) Warranty
- d) Implied term
- e) Express Term

### Question 2

Kwarteng's son, Akwasi, aged 21, gains admission to pursue Business Administration (Accounting option) at the Akenten Appiah-Minkah University of Skills Training and Entrepreneurial Development (AAM-USTED). It was a contractual requirement that students in the Business Department of the university wear dark suit over white shirt for lectures. Kwarteng, however was worried that Akwasi would not abide by this dress code as he had inherent dislike for suit, and so he promised to pay him GHc2000 if he wears the prescribed attire until he had completed the course. He also promised to buy him a car if he passed all his examinations and earns a 1<sup>st</sup> Class Honors on completion of the course.

Kwarteng runs a small business and asked Akwasi to write demand notices to his debtors. In appreciation of Akwasi's work, Kwarteng promised he would give him GHc100 'for all his hard work'.

Akwasi passed his examination and receives a 1<sup>st</sup> Class Honors during graduation, he also wore the prescribe attire for lectures throughout his tuition at the Business School.

Kwarteng has not made either of the promised payments, or bought the car. He seeks your advice as to whether he is legally obliged to do so.

Advise Kwarteng.

GOOD LUCK