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UNIVERSITY OF GHANA

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B.Sc. ENGINEERING FIRST SEMESTER EXAMINATIONS: 2016/2017

SCHOOL OF ENGINEERING SCIENCES

FAEN 401: LAW FOR ENGINEERS (3 Credits)

INSTRUCTIONS: ANSWER ALL QUESTIONS.

TIME ALLOWED: THREE (3) HOURS

SECTION ONE – COMPULSORY [80 Marks for this section]

ALL QUESTIONS ARE COMPULSORY (1 mark for each of the 80 questions in SECTION ONE). CIRCLE THE CORRECT ANSWER.

1. The culture informing the legal system of a particular country is the legal tradition.
A. TRUE B. FALSE
2. The legal system has to do with the body of laws, procedure, and structure of the judiciary
A. TRUE B. FALSE
3. FORMALISM proposes that law is a science. **A. TRUE B. FALSE**
4. REALISM holds that law is just another name for politics. **A. TRUE B. FALSE**
5. POSITIVISM suggests that law must be confined to the written rules and regulations enacted or recognized by the government. **A. TRUE B. FALSE**
6. NATURALISM maintains that the law must reflect eternal principles of justice and morality that exist independent of governmental recognition. **A. TRUE B. FALSE**
7. Common law is law developed by judges through decisions of courts and similar tribunals (also called case law), rather than through legislative statutes or executive branch action.
A. TRUE B. FALSE

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8. In 1974, the Ghana Institution of Engineers (GhIE) which was in existence as a voluntary body of engineers was officially recognized by a National Liberation Council Decree (i.e., Ghana Institution of Engineers Decree, 1969 (NLCD 404)) to regulate the practice of engineering in the country. **A. TRUE B. FALSE**
9. Government of Ghana in 1963 enacted the Professional Bodies Registration Decree 1973 (NRCD 143) to regulate professional bodies including the professional practice of engineers in Ghana. **A. TRUE B. FALSE**
10. The Ghana Institution of Engineers Decree 1969 (NLCD 404) as well as the Professional Bodies Registration Decree 1973 (NRCD 143) do not make it an offence for anybody to practice as an engineer in Ghana without registering as an engineer in Ghana with the Ghana Institution of Engineers (GhIE). **A. TRUE B. FALSE**
11. It is also an offence for anybody to employ the services of any engineer who is not registered with the Ghana Institution of Engineers. **A. TRUE B. FALSE**
12. The Engineering Council was established by the Engineering Council Act 2011, (ACT 819).
A. TRUE B. FALSE
13. Engineering Council Act 2011, (ACT 819) is meant to establish an engineering council as a corporate body with the objective of ensuring that the highest professional engineering standards are used all the time. **A. TRUE B. FALSE**
14. The Engineering Council regulates engineering practice in Ghana to secure the highest professional standard in the practice of Engineering. **A. TRUE B. FALSE**
15. The Engineering Council collaborates with the National Accreditation Board and other stakeholders to develop and certify educational programs relevant for engineering practice.
A. TRUE B. FALSE
16. The Engineering Council is required to register engineering departments of educational institutions and to maintain a register of degree, diploma and other qualifications awarded by the educational institutions. **A. TRUE B. FALSE**
17. Contracts may be classified into two: unilateral and bilateral contracts.
A. TRUE B. FALSE
18. A unilateral contract is between two persons or between several parties
A. TRUE B. FALSE
19. A mere enquiry is a statement, proposition or conduct by one person(s) to another person(s) indicating a willingness to be held to that statement, proposition or conduct.
A. TRUE B. FALSE
20. The party making the offer is called the offeror or promisor and the party to whom it is made is called the offeree or promise. **A. TRUE B. FALSE**

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21. A contract cannot be formed and cannot be said to be binding when the statement from the offeror is an "invitation to treat" **A. TRUE** **B. FALSE**
22. The display of goods in a shop window with prices attached is a contractual offer not an invitation to treat. **A. TRUE** **B. FALSE**
23. Fisher v. Bell is an authority for the postal rule in contract law. **A. TRUE** **B. FALSE**
24. In Carlill v. Carbolic Smoke Ball Co. Ltd., it was held that in unilateral contracts, the requirement of actual communication of acceptance cannot be waived. **A. TRUE** **B. FALSE**
25. Auction sales may be 'Subject to a Resale Price'. **A. TRUE** **B. FALSE**
26. The Armed Forces, Police Service, Prisons Service and the Security Intelligence Agencies are all governed by the Labour Act, 2003 (Act 651). **A. TRUE** **B. FALSE**
27. For acceptance to be effective, it must be made by the offeror himself or his authorized agent. **A. TRUE** **B. FALSE**
28. Where acceptance is communicated by letter sent through the post, the acceptance takes effect at the time when the letter, even if improperly addressed, is posted. **A. TRUE** **B. FALSE**
29. Adams v. Lindsell is an authority for the contract law principle of invitation to treat. **A. TRUE** **B. FALSE**
30. The postal rule applies even if a letter of acceptance is lost in the mail and never reaches the offeree. **A. TRUE** **B. FALSE**
31. Revocation of an offer requires actual direct notice and will therefore be ineffective if the offeree receives notice of it through a reliable third party. **A. TRUE** **B. FALSE**
32. Cross-offers may constitute a valid contractual agreement. **A. TRUE** **B. FALSE**
33. A contract of employment of a casual worker need not be in writing. **A. TRUE** **B. FALSE**
34. In instantaneous communications between parties, the contract is only complete when the acceptance is received by the offeree. **A. TRUE** **B. FALSE**
35. Mere inquiries from the offeree are counter offers and they reject and destroy the original offer previously made by the offeror. **A. TRUE** **B. FALSE**
36. Necessaries are things without which a person cannot reasonably exist and include food, clothing, lodging, education and training in a trade and essential services. **A. TRUE** **B. FALSE**
37. A counter offer rejects and destroys the original offer previously made by the offeror and makes the tendering of a subsequent acceptance of the original offer invalid **A. TRUE** **B. FALSE**

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38. The performance of an act or a promise to perform an act may be sufficient consideration for another promise notwithstanding that the performance of that act may already be enforced by a pre-existing legal duty whether enforceable by the party or not.
A. TRUE B. FALSE
39. Where a promise is made subsequent to and independent of the act in question, it constitutes past consideration and such consideration is generally not sufficient to support an enforceable contract. **A. TRUE B. FALSE**
40. Annual leave can be split into, and taken in, two approximate equal parts.
A. TRUE B. FALSE
41. The postal rule applies to letters of acceptance, based on the express terms of the offer.
A. TRUE B. FALSE
42. Where a counter offer is communicated through the post, the counter offer takes effect from the time when the letter is posted. **A. TRUE B. FALSE**
43. A promise to keep an offer open for acceptance for a specified period of time is binding on the offeror only when the offeree has provided consideration for the promise.
A. TRUE B. FALSE
44. Contracts entered into between a husband and wife in a domestic setting are usually intended to create legal relations between them. **A. TRUE B. FALSE**
45. A contract of insurance is a contract of guarantee not an indemnity contract.
A. TRUE B. FALSE
46. Ghana's company laws recognize only profit making companies but not non-profit making companies. **A. TRUE B. FALSE**
47. The rules of Common Law and customary law serve as the primary source of law regulating contracts for the sale of goods. **A. TRUE B. FALSE**
48. Under every contract for the sale of goods the seller must transfer the title to an absolute legal interest or an absolute right of ownership of the goods to the buyer and not mere possession of the goods or any limited or qualified title. **A. TRUE B. FALSE**
49. Once the buyer has been given the opportunity by the seller to inspect the goods, he will be deemed to have examined the goods even if he performs an incomplete or haphazard examination, or if he fails to examine the goods at all. **A. TRUE B. FALSE**
50. Where the seller is in breach of a term classified or described as a **fundamental obligation** the buyer is not entitled to repudiate or terminate the entire contract.
A. TRUE B. FALSE
51. Where a seller delivers goods, which **substantially correspond** to the description or sample by which they are sold, but do not **exactly correspond** to the description or sample by which they are sold, the buyer would be entitled to reject the goods. **A. TRUE B. FALSE**

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69. Choses in action refer to any movable property that has physical existence, and are tangible or corporeal. It is possible to take physical possession over such property and it is possible to assert a right to it by claiming it or taking physical possession if need be.
A. TRUE B. FALSE
70. Conveyancing is a legal process whereby the ownership of land or an interest in land is transferred from one person to another so that the land or interest therein becomes vested in that other person. **A. TRUE B. FALSE**
71. Identifying the interest in land capable of transfer, investigation of titles, the form and content of the documents of transfer (instruments), stamping and registering the documents are necessary in the conveyancing process. **A. TRUE B. FALSE**
72. Systems of conveyancing refer to the registered land system and unregistered land system where an abstract of title on past conveyances and events affecting the property or land for at least thirty (30) years must be traced. **A. TRUE B. FALSE**
73. The Constitution is the highest source of law in Ghana's a plural legal system.
A. TRUE B. FALSE
74. Copyright Law protects original and non-original works not fixed in a definite or tangible medium of expression such as literary, musical, pictorial and motion picture works.
A. TRUE B. FALSE
75. Copyrights are dependent on registration for unlimited duration and are never automatic upon creation. **A. TRUE B. FALSE**
76. Moral Rights include the right of reproduction, translation, adaptation, arrangement or transformation of work, public performance, broadcasting or communication of work publicly, distribution of originals or copies to the public by way of first sale and commercial rental to the public or originals or copies. **A. TRUE B. FALSE**
77. Economic rights include the right to authorship claim and right to demand name mentioning and to object to and to seek relief for any distortion or mutilation of work.
A. TRUE B. FALSE
78. Copyright law does not in any way protect literary work e.g., books, articles, journals, artistic work e.g., university crest, insignia, musical work, sound recording, audio-visual work, choreographic work, derivative work, computer software or programmes.
A. TRUE B. FALSE
79. If work was commissioned by employer, and it was done in the course of employment or commission, it belongs to employer by default. **A. TRUE B. FALSE**
80. In case of infringement of copyright, the penalty may include a fine and/or imprisonment of not more than three (3) years, or the sums of money arising out of the infringing act may be paid to person entitled under the Copyright Act, or the material involved in the offence as well as the device used in the infringement may be forfeited **A. TRUE B. FALSE**

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SECTION TWO – COMPULSORY [20 Marks for this section]

ANSWER ALL QUESTIONS IN THE BOOKLET PROVIDED.

81. Briefly explain the term Intellectual Property. [2 Marks]
82. Briefly discuss FOUR reasons for protecting Intellectual Property. [2 Marks]
83. Discuss the protected rights including the scope and duration of protection in Ghana for:-
- a. Patent [2 Marks]
 - b. Trademark [2 Marks]
 - c. Confidentiality [2 Marks]
84. Territoriality implies that each nation has the right to decide on the form of Intellectual Property Right protection to be granted within its own borders, provided that it complies with the obligations contained in international Intellectual Property Right agreements to which it is a party. Discuss. [5 Marks]
85. The Trade Related Aspects of Intellectual Property Rights Agreement [TRIPS] is a “minimum standards” agreement in that it creates only a basic regime of legal protection to which all member states must adhere. Discuss. [5 Marks]

GOOD LUCK!!!