



UNIVERSITY OF GHANA
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B.Sc. ENGINEERING FIRST SEMESTER EXAMINATIONS: 2017/2018

SCHOOL OF ENGINEERING SCIENCES

FAEN 401: ENGINEERING LAW (3 Credits)

TIME ALLOWED: THREE (3) HOURS

INSTRUCTIONS TO CANDIDATES

ANSWER ALL QUESTIONS IN SECTIONS A and B.

Answer Section A in the Answer Booklet Provided and Section B directly on the Question Paper. Write your Student ID in the space provided.

SECTION A – ALL QUESTIONS ARE COMPULSORY (10 marks for each question, except Q5)

1. Briefly discuss the sources of law in Ghana's legal system and their hierarchy.
2. Briefly explain the following concepts under the Sale of Goods Act of Ghana (Act 137) –
 - (a) Substantial correspondence
 - (b) Sale of goods contract
3. Briefly explain the following concepts in Contract Law
 - (a) Agreement
 - (b) Capacity
 - (c) Consideration
 - (d) Remedies
4.
 - (a) Explain the term Intellectual Property
 - (b) Define and discuss the term patent including the protected rights, scope and duration of protection.
 - (c) Briefly explain the concept of Territoriality as understood in Intellectual Property
5. Discuss any FIVE (5) key provisions in the legislations and regulations on engineering practice in Ghana. **(20 Marks)**

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SECTION B – ALL QUESTIONS IN THIS SECTION ARE ALSO COMPULSORY

(Total of 40 marks for Questions 6-45; that is, 1 mark for each correct answer).

Indicate whether each of the following statements is true or false by *CIRCLING THE CORRECT ANSWER* directly on the Question Paper.

6. The 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. **A. TRUE B. FALSE**
7. Sections 9(3) and 9(4) of Ghana Institution of Engineers Decree (NLCD 404) make it an offence for anybody to practice as an engineer in Ghana unless he/she is registered as an engineer in Ghana with the Ghana Institution of Engineers (GhIE).
 A. TRUE B. FALSE
8. The Government of Ghana in 1973 enacted the Professional Bodies Registration Decree (NRCD 143) to regulate professional bodies including the professional practice of engineers in Ghana. **A. TRUE B. FALSE**
9. The display of goods in a shop window with prices attached is a contractual offer not an invitation to treat. **A. TRUE B. FALSE**
10. Fisher v. Bell is an authority for the postal rule in contract law. **A. TRUE B. FALSE**
11. 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
12. Auction sales may be 'Subject to a Resale Price'. **A. TRUE B. FALSE**
13. 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**
14. For acceptance to be effective, it must be made by the offeror himself or his authorized agent.
 A. TRUE B. FALSE

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15. 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
16. Adams v. Lindsell is an authority for the contract law principle of invitation to treat.
A. TRUE B. FALSE
17. The postal rule applies even if a letter of acceptance is lost in the mail and never reaches the offeree. **A. TRUE B. FALSE**
18. 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**
19. Cross-offers may constitute a valid contractual agreement. **A. TRUE B. FALSE**
20. In instantaneous communications between parties, the contract is only complete when the acceptance is received by the offeree. **A. TRUE B. FALSE**
21. 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**
22. 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
23. 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
24. 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
25. 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**

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26. The postal rule applies to letters of acceptance, based on the express terms of the offer.
A. TRUE B. FALSE
27. 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
28. 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
29. 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
30. A contract of insurance is a contract of guarantee not an indemnity contract.
A. TRUE B. FALSE
31. 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
32. 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
33. 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
34. 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
35. 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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36. A contract of sale of goods is defined by the Sale of Goods Act as a contract whereby the seller agrees to transfer the property in goods to the buyer for a consideration called the price, consisting wholly or partly of money. **A. TRUE** **B. FALSE**
37. Section 14(1) of the Sale of Goods Act states that where the seller delivers a quantity of goods less than what was agreed upon, the buyer cannot reject the quantity delivered. **A. TRUE** **B. FALSE**
38. **Section 15(1)** of the Sale of Goods Act states that unless otherwise agreed, the seller must be ready and willing to deliver the goods in exchange for the price. **A. TRUE** **B. FALSE**
39. The **real rights** of the seller include a right of resale. **A. TRUE** **B. FALSE**
40. The seller's lien is exercisable only when the seller is in possession of the goods and has not agreed to deliver the goods before the payment of the price. **A. TRUE** **B. FALSE**
41. Where an auction sale is stated to be subject to a reserve price, any mistaken acceptance by the auctioneer of a bid which is below the reserve price is binding on the auctioneer or seller. **A. TRUE** **B. FALSE**
42. The term goods as defined in the Sale of Goods Act does not include growing crops or plants. **A. TRUE** **B. FALSE**
43. Actionable property includes debt, patents, shares and trademarks. **A. TRUE** **B. FALSE**
44. Every intellectual property is tangible property. **A. TRUE** **B. FALSE**
45. Adverse possession can never affect the title of the original owner to his or her property. **A. TRUE** **B. FALSE**