



UNIV. OF GHANA FACULTY OF ENGINEERING SCIENCES
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B.Sc. FIRST SEMESTER EXAMINATIONS: 2015/2016
FAEN 401: ENGINEERING LAW (3 Credits)

TIME ALLOWED: THREE (3) HOURS

INSTRUCTIONS TO CANDIDATES
ANSWER ALL QUESTIONS IN SECTIONS A and B

NOTICE TO INVIGILATORS AND CANDIDATES
**STUDENTS ARE ALLOWED A 15-MINUTE PREVIEW OF THE QUESTIONS
BEFORE THE COMMENCEMENT OF THE EXAMINATION ITSELF.**

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

1. Discuss at least FIVE (5) key provisions of the *Engineering Council Act, 2011 (Act 819)*.
2. Analyze Ghana's legal system in relation to the sources of law comprised in it and their hierarchy.
3. Briefly discuss how each of the following theories define or conceptualize law:
 - a. Natural Law
 - b. Positive Law
 - c. Sociological or Political
 - d. Realists
4. Explain the standard-setting roles of the following institutions in Ghana:
 - a. The Engineering Council
 - b. The Ghana Institution of Engineers (GhIE)
5. (a) Explain the term Intellectual Property
(b) Discuss FIVE reasons for protecting Intellectual Property.
(c) Discuss the protected rights including the scope and duration of protection in Ghana for:-
 - (i) Patent
 - (ii) Copyright
 - (iii) Trademark
 - (iv) Confidentiality
- i. Discuss the following concepts in the context of Sale of Goods Act in Ghana (Act 137):
 - a. Fundamental Obligation
 - b. Nemo dat quod non habet and FOUR (4) exceptions to it under Ghana's Sale of Goods laws

7. Discuss the following elements of a valid contract:
 - a. Offer
 - b. Acceptance
 - c. Consideration
 - d. Capacity

SECTION B – ALL QUESTIONS IN THIS SECTION ARE COMPULSORY

(Total of 30 marks for SECTION B's Questions 1-60; that is, ½ mark for each correct answer).

Indicate whether each of the following statements (in questions 1 to 60) is true or false by writing (a) or (b) IN YOUR ANSWER BOOKLET as appropriate.

1. Corporate power lies with the shareholders. This is because the shareholders are the owners of the company. **(a) True or (b) False?**
2. The liability of a partnership is not distinct from the liability of the partners. **(a) True or (b) False?**
3. Partners are agents of the partnership and of each partner. **(a) True or (b) False?**
4. Where a company carries out activities that are not authorized by its regulations, such activities are beyond its powers and unauthorised or ultra vires and such acts are usually deemed void and of no effect. **(a) True or (b) False?**
5. The liability of the partners is not limited. **(a) True or (b) False?**
6. Shareholders have a right only to dividend that is declared and not to the profits of the company. **(a) True or (b) False?**
7. Sometimes the veil of incorporation of a company is lifted to find out the persons behind the company so that they may be made answerable or held responsible for violations and other wrongs such as fraudulent trading. **(a) True or (b) False?**
8. All transactions entered into by the promoters or persons who take preliminary steps towards incorporation of a company may be ratified by the company when it comes into existence, but until ratified, the promoter is personally liable for any pre-incorporation transaction. **(a) True or (b) False?**
9. The liability of a company is distinct from the liability of its members. **(a) True or (b) False?**
10. Partners have a right to the profits of the partnership. **(a) True or (b) False?**
11. The liability of members of a company may be limited by shares or by guarantee. **(a) True or (b) False?**
12. Partnerships in Ghana are governed by the Incorporated Private Partnerships Act, 1962 (Act 152). **(a) True or (b) False?**
13. Once incorporated the company becomes a legal person separate and distinct from the members. **(a) True or (b) False?**

14. The number of partners is limited in Ghana to not more than twenty (20) people.
(a) True or (b) False?
15. Partners are entitled to share in the management of a partnership. (a) True or (b) False?
16. Sole Proprietorships are governed by the Registration of Business Names Act, 1962 (Act 151).
(a) True or (b) False?
17. A sole proprietorship that is registered is not incorporated and the proprietor's personality attached to the business so he or she is personally liable for the debts and obligations of the business.
(a) True or (b) False?
18. The display of goods in a shop window with prices attached is a contractual offer not an invitation to treat. (a) True or (b) False?
19. Fisher v. Bell is an authority for the postal rule in contract law. (a) True or (b) False?
20. 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 or (b) False?
21. Auction sales may be 'Subject to a Resale Price'. (a) True or (b) False?
22. The Armed Forces, Police Service, Prisons Service and the Security Intelligence Agencies are all governed by the Labour Act, 2003 (Act 651). (a) True or (b) False?
23. For acceptance to be effective, it must be made by the offeror himself or his authorized agent.
(a) True or (b) False?
24. 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 or (b) False?
25. Adams v. Lindsell is an authority for the contract law principle of invitation to treat.
(a) True or (b) False?
26. The postal rule applies even if a letter of acceptance is lost in the mail and never reaches the offeree.
(a) True or (b) False?
27. 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 or (b) False?
28. Cross-offers may constitute a valid contractual agreement. (a) True or (b) False?
29. A contract of employment of a casual worker need not be in writing. (a) True or (b) False?
30. In instantaneous communications between parties, the contract is only complete when the acceptance is received by the offeree. (a) True or (b) False?
31. Mere inquiries from the offeree are counter offers and ~~they reject and destroy the original offer~~ previously made by the offeror. (a) True or (b) False?

32. 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 or (b) False?**
33. 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 or (b) False?**
34. 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 or (b) False?**
35. 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 or (b) False?**
36. Annual leave can be split into, and taken in, two approximate equal parts. **(a) True or (b) False?**
37. The postal rule applies to letters of acceptance, based on the express terms of the offer. **(a) True or (b) False?**
38. Where a counter offer is communicated through the post, the counter offer takes effect from the time when the letter is posted. **(a) True or (b) False?**
39. 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 or (b) False?**
40. Contracts entered into between a husband and wife in a domestic setting are usually intended to create legal relations between them. **(a) True or (b) False?**
41. A contract of insurance is a contract of guarantee not an indemnity contract. **(a) True or (b) False?**
42. Ghana's company laws recognize only profit making companies but not non-profit making companies. **(a) True or (b) False?**
43. The rules of Common Law and customary law serve as the primary source of law regulating contracts for the sale of goods. **(a) True or (b) False?**
44. 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 or (b) False?**
45. 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 or (b) False?**
46. 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 or (b) False?**

47. 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** or (b) **False**?
48. 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** or (b) **False**?
49. 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** or (b) **False**?
50. **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** or (b) **False**?
51. The **real rights** of the seller include a right of resale. (a) **True** or (b) **False**?
52. 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** or (b) **False**?
53. The **nemo dat quod non habet** rule states that where goods are sold by a person who is not the owner of the goods or who sells them without the authority or consent of the owner, the buyer of the goods acquires no better title than the seller had. (a) **True** or (b) **False**?
54. 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** or (b) **False**?
55. The term goods as defined in the Sale of Goods Act does not include growing crops or plants.
(a) **True** or (b) **False**?
56. Actionable property includes debt, patents, shares and trade marks. (a) **True** or (b) **False**?
57. C.I.F. contract means cost, insurance and freight. (a) **True** or (b) **False**?
58. Ghana has a plural legal system. (a) **True** or (b) **False**?
59. Sasu paid Oman Computers Ltd. GHC600.00 for installing Windows 360 software on his laptop computer. This transaction constitutes a contract for the sale of goods. (a) **True** or (b) **False**?
60. The buyer may not reject goods which he has accepted. (a) **True** or (b) **False**?

EXAMINER: DR. SAMUEL OBENG MANTEAW.

GOOD LUCK!!!