



UNIVERSITY OF GHANA
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B.Sc. ENGINEERING FIRST SEMESTER EXAMINATIONS: 2018/2019

SCHOOL OF ENGINEERING SCIENCES

FAEN 401: ENGINEERING LAW (3 Credits)

INSTRUCTIONS TO CANDIDATES

ANSWER ALL QUESTIONS IN SECTIONS A and B.

TIME ALLOWED: THREE (3) HOURS

SECTION A

ALL QUESTIONS ARE COMPULSORY (15 marks for each question in Section A)

1. Briefly list and discuss the sources and hierarchy of laws in Ghana's legal system.
2. Briefly explain the following concepts under Ghana's Sale of Goods Act, 1962 (Act 137)
 - a. Substantial correspondence
 - b. Nemo dat quod non habet
 - c. Ascertainment
 - d. Sale of goods contract
 - e. Specific goods
3. Briefly explain the following concepts in Contract Law
 - a. Agreement
 - b. Capacity
 - c. Consideration
 - d. Remedies
 - e. Frustration

- 4.
- a. Explain the term Intellectual Property
 - b. Discuss the protected rights including the scope and duration of protection for the following:-
 - i. Trade Secrets
 - ii. Patent
 - iii. Copyright
 - iv. Trademark
5. Discuss at least one key provision of the following legislation:
- a. Engineering Council Act, 2011 (Act 819)
 - b. Professional Bodies Registration Decree, 1973 (NRCD 143)
 - c. Ghana Institution of Engineers Act, 1969 (NLCD 404)
 - d. Sale of Goods Act, 1962 (Act 137)
 - e. Patents Act, 2003 (Act 657)

SECTION B

ALL QUESTIONS IN THIS SECTION ARE ALSO COMPULSORY (Total of 25 marks for Questions 6-30; that is, 1 mark for each correct answer).

Indicate whether each of the following statements (in questions 6 to 30) is TRUE or FALSE by writing (A) or (B) IN YOUR ANSWER BOOKLET as appropriate.

6. 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?
7. Cross-offers may constitute a valid contractual agreement. A. TRUE B. FALSE?
8. In instantaneous communications between parties, the contract is only complete when the acceptance is received by the offeree. 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. 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?
13. The postal rule applies even if a letter of acceptance is lost in the mail and never reaches the offeror. A. TRUE B. FALSE?
14. 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?
15. Adams v. Lindsell is an authority for the contract law principle of invitation to treat.
A. TRUE B. FALSE?
16. 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?
17. 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?
18. 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?
19. 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?
20. 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?

21. 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?
22. 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?
23. 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?
24. The rules of Common Law and customary law serve as the primary source of law regulating contracts for the sale of goods in Ghana. A. TRUE B. FALSE?
25. Under every contract for the sale of goods the buyer must transfer the title to an absolute legal interest or an absolute right of ownership of the goods to the seller and not mere possession of the goods or any limited or qualified title. A. TRUE B. FALSE?
26. A contract of sale of goods is defined by the Sale of Goods Act, 1962 (Act 137) as a contract whereby the buyer agrees to transfer the property in goods to the seller for a consideration called the price, which always consist of money wholly. A. TRUE B. FALSE?
27. 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?
28. 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?
29. The **nemo dat quod non habet** rule states that where goods are sold by a person who is the owner of the goods or who sells them with the authority or consent of the owner, the buyer of the goods acquires no title at all in the goods. A. TRUE B. FALSE?
30. In an auction sale that is subject to a reserve price, any mistaken acceptance by the auctioneer of a bid below the reserve price is binding on the auctioneer or seller.
A. TRUE B. FALSE?