4. Which of the following statements is correct among the given alternatives?

NATIONAL EDUCATIONAL ASSESSMENT AND EXAMINATIONS AGENCY (NEAEA)

NATIONAL EXIT EXAM FOR LL.B PROGRAMME STUDENTS OF ETHIOPIAN LAW SCHOOLS 2016/2017 ACADEMIC YEAR

April 06, 2017

Time Allowed: 3 Hours

PART I: PRIVATE LAWS GENERAL DIRECTIONS

1. ATTEMPT ALL QUESTIONS ON THE BASIS OF SPECIFIC INSTRUCTIONS INDICATED IN EACH SECTION.
2. **THIS IS A CLOSED BOOK EXAM EXCEPT**

PERTINENT ETHIOPIAN LAWS.

3. WHENEVER APPROPRIATE, SUPPORT YOUR ARGUMENTS WITH PERTINENT LEGAL PROVISIONS.
4. PUT YOUR ANSWERS IN A SEPARATE ANSWER SHEET.
5. YOU MAY ASSUME FACTS WFIERE NECESSARY.
6. SWITCH OFF YOUR MOBILE PHONE.

SECTION I: MULTIPLE CHOICE (25%)

CHOOSE THE BEST ANSWER FOR EACH QUESTION FROM THE ALTERNATIVES GIVEN.

1. The bedrock of every contractual obligation is_____.

   A. the decision of the government
   B. the agreement of the parties
   C. the law
   D. religious edict
   E. moral obligation.

b

2. Identify the correct statement.

   A. Birth marks the commencement of personality.
   B. There are no occasions where a conceived child may be accorded with personality.
   C. Death may or may not lead to the cessation of personality.
   D. Generally, rights and obligations are not correlatives.

E. Rights and obligations are necessarily correlatives.

F.

c

3. Which one of the following is different from the others?

A. Novation
B. Termination
C. Set-off
A. Merger
B. Variation
C. The “surrender option” is necessarily available to the defendant when one of his domestic animals causes damage to the plaintiff.
D. The Ethiopian Extra-contractual Liability Law does not govern issues related to immoral behavior and the consequent damage.
E. A person who causes damage against his attacker in self-defense may be relieved from tortious liability.
F. The Ethiopian Extra-contractual Liability Law does not govern issue of unfair trade competition.
G. The Ethiopian Extra-contractual Liability Law does not apply on issues relating to physical harm.

5. Which one of the following alternatives represents defense available to the defendant under the Ethiopian Extra-contractual Liability Law?

A. Insanity
B. Age
C. Illiteracy

D. Victim's (plaintiffs) fault
E. Ignorance of law

6. Which of the following is **correct** about rights *in rem* enshrined in the Ethiopian Civil Code?

A. The notion of rights *in rem* is coextensive with the notion of patrimony.
B. Right in rem refers to any right invoked against anyone in the world.
C. Rights in rem are always acquired from predecessors in title.
D. Rights in rem are regarded in the Code as extra *commercium.*
E. Rights in rem refer to any right invoked on a thing acquired unilaterally/independently or derived from predecessors in title.

a

7. Who is entitled to lodge opposition to marriage in case where the marriage to be concluded is a bigamous marriage?

A. The fathers of the future spouses
B. The uncles of the future spouses
C. The public prosecutor
D. Ascendants of one of the future spouses
E. Brothers and sisters of the future spouses

F.

c

8. How are special movable things distinguished from ordinary movables?

A. Title to ordinary movables is transferred up on conclusion of written contracts and transfer of possession.

B. Transfer of title to special movables things is regulated otherwise than as provided under Art. 1186 (1).
C. While movable things are definitely identifiable, one cannot tell in certainty what types of things constitute special movables.
D. Special movables are immovable by their nature but subject to contracts that anticipates their removal from immovable property.
E. The classification of things in to ordinary and special movables has no legal significance except it simplifies our understanding of the notion of property.

b

9. Which of the following is **incorrect** about intrinsic elements under the Ethiopian law?

A. A thing will be regarded as intrinsic element of another only if the two things are inseparably materially united.
B. A thing ceases to have its independent existence in the eyes of the law if it becomes intrinsic element of another.
C. The rights of third parties on intrinsic elements will automatically extinguish if they become intrinsic element of a thing belonging to another.
D. A person whose property has become intrinsic element of another will have claim for damages against the later.
E. Any transaction affecting the principal things will be presumed to have an effect on its accessories.

10. In the normal course of circumstances, the normal way of extinction of a contract is.

A. Variation of the contract
B. Termination of the contract
C. Merger of the contract
D. Novation of the contract
E. Performance of the contract

e

11 .Which one of the following incidents **may not** bring about strict liability on the defendant under the Ethiopian law?

A. The defendant's dog seriously bites the plaintiff.
B. The defendant's building collapsed and caused damage to the property of the plaintiff.
C. The defendant's car had a faulty break which made the car to collide with and cause damage to the property of the plaintiff.
D. The defendant's child inflicted damage to the property of the plaintiff by setting fire negligently.
E. The defendant manufactured food which caused serious health injury on the plaintiff.

d

12. Which one of the following is **not** the economic rationale for recognizing the institution of property?

A. Attaining efficient use of scarce resources
B. Prevention of overexploitation of things
C. Prevention of market dysfunction
D. Prevention of under-maintenance
E. Protection of the rights a person who invested his/her labor

13. In Ethiopia, a contract of surety is an accessory obligation because:

A. Of the presence of plurality of guarantors.
B. It can be established without obtaining the consent of the guarantor and the creditor.
C. It cannot be established in the absence of a principal legal or contractual obligation and it normally dies concomitant to the death of the principal obligation.
D. It is an obligation imposed by the law to insure security of transactions with a view to enhance confidence of the contracting parties.
E. It remains valid even after the extinction of the principal obligation which necessitated the creation of the contract of surety.

c

14. Which one of the following is an additional requirement for the legal acceptability of contract of marriage made by spouses during marriage relative to contract of marriage concluded before or on the date of celebration of marriage?

A. Approval of the court
B. Conformity with mandatory provisions of the law
C. The need to reduce the contract in a written form
D. The prohibition of simple reference in the contract to local custom, religion or law of a country for the regulation of the personal and pecuniary relations of the spouses
E. The requirement that the contract shall be signed by the contracting spouses

15. Which one of the following is different from the rest?

A. Tape recorder
B. Machinery
C. Aircraft
D. Motor vehicles
E. Ships

a

16. Assume that A and B borrowed money from C in one contract. When the contract was due, neither of them paid any amount of money to the creditor. In this case, the creditor:

A. Can bring suit against the borrowers without giving any default notice since notice is not necessary in the case of plurality of debtors.
B. Can bring suit against A for the whole amount of money by putting in default only B.
C. Can cancel the contract unilaterally without giving any default notice to either of the borrowers.
D. Is compelled to sue any of the debtors limiting his claim to the share of the defendant.
E. Is obliged to put both borrowers in default by a default notice before he brings suit against them or any one of them.

e

17. Which of the following statements is **incorrect** among the given alternatives?

A. Notionally, a suit for defamation will not succeed if the allegedly defamatory statement is communicated to a third party or to the public by the plaintiff himself instead of the defendant.
B. The Ethiopian Extra-contractual Liability law governs issues relating to unlawful detention of a person and the consequent damage.
C. Professional fault is a source of strict liability under the Ethiopian Extra- contractual Liability Law.
D. Unlawful competition is not a source of strict liability under the Ethiopian Extra-contractual Liability Law.
E. Existence or otherwise of damage is necessary for vicarious liability under the Ethiopian Extra-contractual Liability Law.

d

18. Which one of the following essential condition to the agreement of adoption is the same both for the Civil Code and the Revised Family Code?

A. Age of the adopter
B. Age of the adopted
C. The consent of the parents of adopted child
D. The non-existence of children of the adopter
E. The need for the approving court to hear the opinion of the concerned authority in case of inter-country adoption

19. What roles do courts of law play in relation to contracts?

A. Courts play some roles in the formation of contract where the parties fail to come to terms as to the final terms and conditions of the contract.
B. Courts play some roles for the variation and novation of contracts.
C. Courts do have the power to make contracts by positive interpretation of a contract containing vague terms and conditions.
D. Courts play some roles with regard to variation, termination and set of contracts in accordance with the relevant provisions of the Civil Code.
E. Courts assist the intending contracting parties during the time of offer and acceptance.

F.

G.

d

20. A secondary guarantor:
A. Is a guarantor who guarantees towards the guarantor the effectiveness of his indemnity claim against the principal debtor.
B. Is established only for conditional contracts whose performance date is uncertain.
C. Is created without the knowledge of the creditor since such guarantee is created in favor of the first guarantor.

D. Is obliged to discharge the obligation of the debtor where the debtor or the first guarantor fails to discharge the obligation owed to the creditor.
E. Is not recognized under the Civil Code of Ethiopia.

d

21. Unilateral cancellation of contracts by one party is possible where:

A. A party in default fails to discharge his contractual obligation within a period of grace granted to him by a court of law.
B. The contract is a contract of diligence or a contract of result.
C. The other contracting party dies or becomes insolvent before the due date of the contract.
D. There is an undue delay of the performance of the contract for whatever reason.
E. The other party fails to discharge his obligation after a default notice.

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25. Which one of the following situations **always excludes**

entitlement for compensation to the plaintiff under the Ethiopian Extra-contractual Liability Law?

A. Where there are a group of people involved in the incident and it becomes difficult who among those involved caused the damage.
B. When the exact monetary amount of the damage is difficult to assess, though it is sure that damage occurs.
C. When it is uncertain as to whether or not future damage will occur.
D. When the act of the defendant which caused the damage is not intentional.
E. When the defendant is mentally unstable person.

SECTION II: MATCHING (10%)

CHOOSE THE BEST MATCH FOR THE ITEMS UNDER "A" FROM THE ITEMS UNDER "B".

A	B
1. Residence	A. Personal matters of a minor
2. Domicile	B. Represents factual tie and can be multiple / C. A sojourn
3. Guardian	
4. Tutor	D. Represents a person's legal tie and is always \ one
5. Judicial interdiction	E. Pecuniary and property relations of a minor
6. Legal interdiction	F. Only educational affairs of an incapable person
7. A foreigner	G. Only proprietary relations of a person declared to be absent

8. A right to one's image FD Insanity
9. Freedom from molestation I. Notoriety
10. Association

J. Emanates from criminal law^
K. Arises out of administrative law
L. Barred from participation in the government
M. A work permit is not granted at all
-•N. A right of a physical person related to privacy O- A right of a physical person related to body
P. Freedom of action /
Q. A grouping
R. Medical treatment
S. A grouping formed by several