ADDIS ABABA UNIVERSITY
Model Examination

Instructions:

a. **This is a model examination.**
b. **Choose the most appropriate answer and circle the letter of your choice.**
c. **Each question carries one mark.**

1. **The Law of extra contractual liability:**
   a) provides a civil remedy for violations against various branches of laws
   b) criminalizes faulty conduct
   c) compensates victims of wrongdoing at any cost
   d) all of the above
2. **The tort of battery does not require:**
   a) Intention
   b) Injury
   c) Positive action
   d) Contact
3. **Which of the following best describes strict liability?**
   a) It is liability incidental to ownership of property
   b) Compensation is due even in the absence of damage
   c) Plaintiff is relieved from showing the fault of the defendant
   d) All of the above
4. **Which of the followings is true about Ethiopian labour law:**
   a) maternity leave was introduced by the Civil Code for the first time;
   b) it does not regulate client-contractor relationship;
   c) minimum wage has not yet been fixed by law ;
   d) all of the above
   e) none of the above
5. **Ethiopian labour law does not regulate the employment relations of:**
   a) Ethiopian airlines employees;
   b) Ministry of Labour and Skills employees;
   c) Ghion Hotel employees;
   d) None of the above
6. **----------was the remedy provided for unlawful termination of a contract of employment under the Civil Code regime in Ethiopia:**
   a) Compensation
   b) Reinstatement
   c) Notice
   d) All of the above
7. **Books I, II and V of the 1960 Ethiopian Commercial Code have been amended and a new "Commercial Code of the Federal Democratic Republic of Ethiopia 2021" has been promulgated. Identify the statement/s that tells the fate of the remaining books of the 1960 Commercial Code from among the following:**

a) Books III and IV of the Code are discarded
b) Books III and IV of the Code are being revised
c) Books III and IV of the Code will be promulgated as separate codes
d) Books III and IV of the Code will be promulgated together
e) b and d

8. **One of the following statements is true under the 2021 Ethiopian Commercial Code?**
   a) The dichotomization of business entities in to civil and commercial is still prominent in the Code
   b) Ordinary Partnership is retained but Joint Venture is not
   c) Two new business entities are given recognition by the Code
   d) There are three types of companies recognized by the Code
   e) All of the above
   f) c and d
9. **Choose the correct statement reflecting the truth under the Ethiopian General Sales Law**
   a) Warranty does not emanate from the provisions of the law
   b) Sale may only relate to existing things
   c) For obvious defects let the buyer beware and for latent defects let the seller beware
   d) A seller may transfer a title he doesn't have in an item s/he sells
   e) Forced performance may be granted whenever a seller or a buyer petitions for it.
10. **Choose the correct statement under the new Ethiopian Commercial Code**
   a) Regular PLCs do not enjoy limited liability
   b) The doctrine of "Piercing the corporate veil" does not apply to single member PLCs
   c) The Code does not clearly provide for corporate limited liability of PLCs
   d) Single member PLCs are not required to have Memoranda of Associations
   e) c and d
   f) All of the above
11. **One of the following statements is not true regarding ADR mechanisms. Identify the untrue statement**
   a) ADR mechanisms are not alternative to litigation
   b) Negotiation is the most important ADR mechanism
   c) Mediation is negotiation except that it is assisted
   d) Parties may agree on multi-tiered dispute resolution mechanisms
   e) Arbitration is a decisional mechanism
12. **Which one of the following rights is implied in Hobbes' defense of the divine right of the King?**
   a. The Right to Property
   b. The Right to Liberty
   c. The Right to Self-Preservation and Personal Security
   d. The Right to Freedom of Speech
   e. None of the above.
13. **Which one of the following is not among the rights John Locke considered to be natural rights of human beings?**
   a. The Right to Life
   b. The Right to Property
   c. The Right to liberty

d. The Right to Assembly
e. None of the above.

14. Which one of the following rights can be found in the Charter of the United Nations?

A. The Right to Property
B. Freedom from Non-discrimination
C. The Right to self Determination
D. The Right to Social Security
E. B and C
F. A and D

15. Which one of the following is not a feature of democratic society?

A. Broadmindedness
B. Tolerance
C. Pluralism
D. Openness
E. None of the above.

16. Which one of the following situations does not warrant declaration state of emergency?

A. public health threat
B. international or internal armed conflict
C. economic calamites
D. natural disaster
E. None of the above.

17. Which one of the following is NOT among the principal organs of the United Nations?

a. International Law Commission;
b. The General Assembly,
c. Security Council,
d. Economic and Social Council,
e. International Court of Justice,

18. A State sends a mission constituted of officials and experts to Vienna (Austria) for a global conference on the subject of progress in the prevention and punishment of international crimes. The mission is led by the Minister of Foreign Affairs of that State. Assuming that a Protocol for adoption is presented for voting and signature at the end of the conference, which one of the following is NOT correct?

a. The Minister of Foreign Affairs normally has the authority to sign the Protocol;
b. Assuming that the Minister has left the conference earlier, any member of the mission can sign the Protocol as long as s/he has the 'full powers';
c. Unless the Protocol was not consulted back home with judicial authorities, the Protocol cannot be signed;
d. Further assuming that the Head of the State of that State was present at the closing ceremony, s/he has normally the authority to sign the Protocol;
e. None

19. Which one of the following is correct about peaceful settlement of disputes under international law and practice?

a. Settlement before the Permanent Court of Arbitration is similar to settlement before the International Court of Justice;
b. Inquiry is one of the means of peaceful settlement of disputes;

c. Judicial settlement is the most common form of peaceful settlement;
d. Good offices and mediation might be employed only by an international organization;
e. None

20. A State in Africa enters into a bilateral trade agreement with another State in Latin America. Which one of the following is correct about the rules of international law regulating this bilateral trade agreement?

a. The obligations created will likely be *erga omnes* obligations under international law;
b. The obligations created will likely be *jus cogens* under international law;
c. The obligations created will likely be contractual obligations;
d. In the absence of clauses to that effect in the bilateral agreement, rules of treaty law will not apply;
e. None

21. Assume a multi-lateral treaty in which States and international organizations are members, which of the following is NOT correct as to the relationship among members under the law of treaties?

a. Relations among Member States are regulated by the Vienna Conventions on the Law of Treaties of 1969;
b. Relations between Member States and Member International Organizations are regulated by the Vienna Convention on the Law of Treaties between States and International Organizations or between International Organizations of 1986;
c. Relations between Non-Member States and Member States or between Non-Member States and Member International Organizations are regulated by customary international law;
d. Relations between Member States and Non-member States are regulated by the Vienna Conventions on the Law of Treaties of 1969, as long as the relevant clauses are customary;
e. None

22. Which one of the following is correct about membership in the United Nations?

a. Only states are members of the United Nations;
b. International Organizations could be members of the United Nations;
c. Member states of the United Nations are the only States in the world.
d. Treaty-recognized organizations such as the International Committee of the Red Cross are members of the United Nations;
e. None

23. Which one of the following statements is correct about 'reservations' under international law?

a. Prohibition to reservations in treaties promotes flexibility;
b. Prohibition to reservations in treaties promotes universal acceptance of treaties;
c. Prohibition to reservations in treaties promotes integrity of treaties;
d. Reservations do not have any place under the rules of international law;
e. None

24. Which one of the following is correct about interpretation of treaties under international law?

a. Judicial interpretation is mandatory if the parties are unable to agree;

b. States are often free to choose judicial, arbitral or other forms of interpretation in their international agreements;
c. Self-interpretation by states is prohibited under the law of treaties;
d. In principle, the law of treaties provides for subjective method of interpretation;
e. None;

25. Which of the following is not included under the category of the task of a contract lawyer?

a. Advising clients before entering into contract and negotiate on behalf of clients,
b. Drafting contract documents,
c. Advice clients during the course of performance, when breach is imminent, after breach,
d. Litigating on behalf of clients,
e. All
f. None

26. A performance made to a third party, who used the payment for his personal benefit, was rightly found by a court of law to be valid. Which one of the following is wrong about this case?

a. Although she benefited nothing from the performance, the creditor had authorized the third party to take payment.
b. The creditor has ratified the performance although the third party did not have the authority at the beginning;
c. A performance made to a third party, irrespective of authorization, is not a valid performance under the law of contract;
d. The third party might have received authority from the court of law;
e. A and c
f. None

27. Once created or established, a contractual obligation may give rise to the creditor's right to:

a. Enforce the performance that the debtor is bound to render
b. Enforce the performance by causing it to be rendered by another at the debtor's expense,
c. Recover damages for the debtor's failure to perform or his/her defective or delayed performance
d. Cancel the contract where appropriate
e. All
f. None.

28. A performance carried out through *a third party authorized* by the debtor was *validly* rejected by the creditor. Which one of the following is incorrect about this performance?

a. It is likely that the obligation is a personal one.
b. It is likely that the performance is not related to delivery of goods identified by the parties.
c. It is likely that the performance relates to payment of money.
d. It is likely that the contract specifically requires personal performance.
e. All
f. None

29. In a case before it, a court of law has applied some rules of *contract in general* and has arrived at a ruling. Assuming that the court's application of those rules is right, which one of the following is correct?

a. The case might be a case related to one of the special contracts identified in the Civil Code.
b. The case might be a case related to a special contract named in special laws.
c. The case might be a case related to a family matter principally regulated by family law.
d. The case might be a case related to an extra-contractual matter principally regulated by Title XIII of the Civil Code.
e. All
f. All except d
g. None

30. Which one of the following is correct regarding fraud?

a. As a rule, a mere false statement invalidates a contract;
b. In exceptional cases, a mere false statement might invalidate the contract;
c. As a rule, third-party fraud is a ground for invalidation;
d. Deceitful practices, irrespective of their gravity (decisive or not), would invalidate the contract;
e. All
f. None

31. Which one of the following is correct about period of grace?

a. Its expiry allows the creditor to unilaterally cancel a contract;
b. It is one of the few cases where forced performance remedy is not available;
c. After the expiry of this period, the creditor has no any other remedy except to cancel the contract;
d. Once a grace period is allowed by court, the remedy of damages for non-performance is ruled out;
e. All
f. None

32. A court rightly refused to invalidate a contract which had actually encountered one of the problems associated with formation. The refusal of the court might be attributed to:

a. The debtor's failure to perform the contract;
b. Illegality of object of the contract;
c. The creditor's unwillingness to receive payment;
d. Right to request invalidation was not granted to the party that brought the suit.
e. A and d are right
f. None

33. Of the following, one is not included under the rules of interpretation of contracts.

a. When the words of a contract are clear and explicit there is no need for interpretation unless this leads to absurd consequences,
b. Unless it is a word of art or technical, words of contracts must be given their ordinary meaning,
c. Provisions are interpreted in light of each other,

d. When there is a need for interpretation, words have to be interpreted against the stipulator.
e. All
f. None

34. For a novation to be valid::

a. There has to be a valid old obligation to be extinguished
b. Creation of a new obligation in place of the old obligation
c. A new element which makes the new obligation different from the old
d. Express intention of the parties to novation,
e. All are true
f. None

35. One of the following conditions is not necessary for legal set - off:

a. Existence of reciprocal obligations
b. Debts that are fungible or money debts
c. Debts have to be equally liquid
d. Debts have to be equally due
e. Set off has to be raised by the debtor.
f. None

36. Of the following statements, one is not true about the functions of default notice.

a. Serves as a reminder,
b. Transfer risk of loss or damage,
c. Serves as warning to the debtor,
d. In case of money debts, it helps by way of fixing the date from which interest for default will be due,
e. All.
f. None

37. The creditor may refuse to take delivery of the thing in all the following cases except:

a. Where the object to be delivered is different in its identity from the one undertaken to be delivered, but the thing delivered is of higher value.
b. When the quantity delivered is part of what has been undertaken to be delivered on the due date,
c. Where the quantity or quality delivered does not exactly conform to the contract (small deficiency in quantity or quality),
d. In case of fungibles, when things below average quality has been delivered,
e. All
f. None

38. A defense based on *force majeure* was upheld in a suit of damages for non-performance. Assuming that the court's decision is right, which one of the following is correct?

a. The event is likely to be an international war, which occurred long after the debtor was put in default;
b. The event is likely to be a civil war, which made the performance more onerous;
c. The event is likely to be a strike, which was agreed by the parties to constitute *force majeure* ;

d. The event is likely to be an increase in price of necessary raw materials, which is ruled out by the parties from constituting *force majoure*;
e. All except d
f. C and d
g. A and b

39. A commercial in a newspaper that says XYZ Company is selling a certain thing to a given price is not normally an offer. This is so because:

a. An offer cannot be made on a newspaper;
b. Such statements are not usually made with the intention to be legally bound;
c. Such statements are normally invitations to an acceptance;
d. Such statements are normally invitations to an offer;
e. All except a
f. B and d
g. B and c

40. An offer sent on January 25 arrives on February 3. The acceptance is dispatched on February 5. In the meantime, the offeror has changed her mind and sent revocation on January 27, which arrives on February 5. Which one of the following is right about this situation:

a. The revocation is a valid revocation that prevents the formation of consent;
b. Lack of an offer is not a ground to prevent the formation of consent;
c. There is no valid revocation of offer;
d. The revocation would have been valid if it arrived on February 4;
e. All except d
f. B and c

41. A contracting party chooses to invalidate a contract on the ground of fraud (committed by the other party) when he could equally and successfully plead mistake as a ground for invalidation. The likely benefit of his choice in this case would be?

a. He would be relieved of reparation claim that could arise under invalidation owing to mistake.
b. He would be entitled to reparation under contract law;
c. The benefits in this case would likely be from laws other than contract law;
d. There is no benefit at all in his choice;
e. All
f. None

42. Which one of the following is not correct in similarities between third-party-duress and third-party-fraud?

a. Both will always lead to invalidation as long as the party whose consent is vitiated sought invalidation;
b. Both will always result in claims of compensation under contract law as long as the contract is invalidated;
c. In both cases, knowledge on the part of the other party of the existence of duress/fraud is required for invalidation;
d. In both cases, the claim of compensation is not available under contract law;
e. All
f. None

43. A contract is invalidated for lack of clarity of object. Assuming the invalidation is right, which one of the following statements is wrong in such a situation:

a. The parties have failed to sufficiently define their contract;
b. The law has not provided remedial provisions to that part of the object to which sufficient definition is not given;
c. Express terms of a contract, which is the only terms of a contract to decide clarity of an object, were not adequate;
d. All
e. None

44. Which one of the following is true regarding the requirement of form?

a. A contract by definition is a written agreement to be legally bound;
b. As a rule, oral contracts are equally valid with written contracts;
c. A contract required to be in writing needs citation of relevant Civil Code articles for its validity;
d. All
e. None

45. Which one of the following is correct about interpretation of contracts?

a. In gratuitous contracts, narrower interpretation is required in favour of the party benefiting from the contract;
b. Positive interpretation prefers effectiveness;
c. Courts are not limited in interpreting contracts;
d. For standard contracts, interpretation has to favour the party who drafted the terms of the contract;
e. All
f. None

46. Which one of the following is not correct in the relationship between invalidation and cancellation?

a. Both are grounds for extinction of obligations;
b. In a contractual dispute, both might be ordered at the same time;
c. The principal effect of both is restitution;
d. Although the nature and amount of compensation vary, both might be followed by claims of compensation;
e. All
f. None

47. A written acceptance by an offeree to a valid offer failed to complete formation of consent. The likely problem associated with the acceptance would be:

a. The offeree's failure to observe the form of acceptance stipulated in the offer;
b. The offer was an oral offer which could not be accepted in writing;
c. The lack of previous existing business relationship among the parties;
d. The offeror's natural dislike to something written;
e. All
f. None

48. To which of the following transactions do you think would the court readily award the remedy of specific (forced) performance?

a. Against buyer of a house, who refused making or taking performance;
b. Against an employee, who resigned contrary to his contract of employment;

c. Against a borrower, who refused to take the loan money contrary to the loan agreement;
d. Against seller of computer accessories, which are available everywhere;
e. All
f. None

49. On January 20, 2009 a debtor declares that he will not perform his contractual obligations to be due on the 20th of March of the same year. Which one of the following is true about this case?

a. The creditor can immediately and unilaterally cancel the contract irrespective of the form of declaration of the anticipatory non-performance.
b. Irrespective of the form of the debtor's declaration, the creditor is normally entitled to suspend his performance;
c. Irrespective of the form of the debtor's declaration, the creditor can invoke any of the remedies without notice;
d. Once such a declaration is made, the debtor is in no circumstances allowed to later invoke performance from the other side;
e. All
f. None

50. In the determination of the amount of damages for non-performance, which one of the following may not be relevant?

a. The fault of the debtor;
b. The degree of fault;
c. The actual damage;
d. The damage in the eyes of a reasonable person;
e. All
f. None

51. Which one of the following is wrong about contracts?

a. A debtor who has deposited a thing owing to the creditor's refusal to take delivery of the thing may withdraw the thing deposited as long as the creditor has not declared his acceptance.
b. Voidable contracts bind the parties until annulled by the request of the competent party
c. Partial remission is allowed under the law.
d. For the purpose of determining whether the parties have agreed or not, the parties' manifested intention controls the actual intentions.
e. None

52. Which one of the following is wrong about contracts?

a. A debtor who has made payment to an unqualified person can claim his/her money from the creditor.
b. In case of void contracts, nullity could be invoked by any of the parties to the contracts.
c. A party may not declare cancellation of a contract before the due date, although the performance by the other party becomes impossible before the due date.
d. A party may not require damages for non-performance concurrently with cancellation.
e. Interruption has the effect of destroying the period that has already run.

f. None

53. Which of the following represents the correct order of steps in a criminal proceeding?

A. Investigation-----preparation of charge-----objection to a charge-----plea of accused-----hearing----judgment
B. Investigation-----preliminary inquiry-----preparation of charge-----Objection to a charge-----plea of accused-----hearing---Motion of no case----Judgment
C. Investigation-----Preliminary inquiry-----preparation of a charge-----objection to a charge-----plea of accused-----hearing----judgment
D. Investigation-----preparation of charge-----objection to a charge-----plea of accused-----judgment
E. All of the above except B
F. All of the above

54. Assume that Ms. A is charged before a court of law on suspicion that she has committed crime 'x'. If the court at the end of the trial, rightly, convicts A for crime 'y', then one of the following is *necessarily correct*?

A. The accused could have been charged for crime 'y' either alternatively or concurrently with crime 'x'.
B. The gravity of crime 'y' is lesser than or equal to that of crime 'x'.
C. Crime 'y' is within the jurisdiction of the trial court or a lower court.
D. The facts to be established to prove crime 'x' and 'y' are the same.
E. All of the above except A
F. None of the above

55. Article 13 of the FDRE Constitution provides for the human rights provisions of the Constitution to be understood in the light of provisions of International Human Rights Instruments to which Ethiopia is a party. The Human Rights Committee, in its General Comments, provides for the meanings and scopes of provisions of the International Covenant on Civil and Political Rights (ICCPR)-- one of the Instruments envisaged by Article 13 of the Constitution. Which of the following is the position of the Committee in interpreting ICCPR?

A. The right of the accused to be presumed innocent protects the accused from burden of production while requiring the prosecution to prove each and every element of an offence by meeting the 'beyond reasonable doubt' standard.
B. The right of the accused to appeal precludes the highest court of a country from having first instance jurisdiction.
C. The right to appeal of the accused is infringed even where a lower court tried a criminal case if the acquittal of the accused by a trial court is reversed by a higher court with no chance of the convict to appeal.
D. Appeal by the prosecution amounts to double jeopardy.
E. All of the above.
F. Only B and C

56. One of the following is not allowed under the criminal procedure law of Ethiopia.

A. Investigation after trial begins
B. Hearing new Evidence at the stage of appeal
C. Change of venue from one state supreme court to another State Supreme Court.

D. Increasing sentence in an appeal by the convict asking for reduction of sentence
E. Petition before the Cassation Division of the Federal Supreme Court from the decision of State High Court.
F. All of the above

57. In which one of the following do Ethiopian courts have *neither* principal *nor* subsidiary jurisdiction?

A. Crime committed in a foreign country by an Ethiopian enjoying immunity
B. Crime committed in a foreign country against an Ethiopian
C. Crime committed outside of Ethiopia against International treaty to which Ethiopia is a party
D. Crime committed outside of Ethiopia against the state of Ethiopia
E. Crime committed by a member of the House of Peoples' Representatives.
F. None of the above

58. Which one of the following statements is true under the Ethiopian Law of Civil Procedure Code?

A. If the defendant appears and the plaintiff disappears at the time of hearing of the suit, the court is duty-bound to dismiss the suit even if the defendant admits the whole claims of the plaintiff.
B. The effect of non-appearance of both the defendant and the plaintiff at the time of hearing is milder than the effect of non-appearance of appellant and respondent at the time of hearing an appeal.
C. If a third party defendant does not appear at the time of hearing of the suit, the court has the power to render decision against such third party defendant even without making sure that the plaintiff has proved his allegations and that the defendant is liable to the plaintiff.
D. Personal appearance of the parties of civil litigation is a rule while appearance by representation is an exception to the rule since it is the former that ensures justice and fairness.
E. If a defendant does not appear at the time of hearing while the plaintiff appears, the court must adjourn the hearing to make sure whether the defendant did not appear for sufficient reasons.

59. Which one of the following shows the correct order from the earliest to the latest a civil proceeding before a trial court?

A. Framing of issues- first hearing- taking preliminary objections- hearing of witnesses- ruling on preliminary objections.
B. Ruling on preliminary objections-first hearing- taking preliminary objections- framing of issues- hearing of witnesses-
C. First hearing- taking preliminary objections- hearing of witnesses- framing of issues- -ruling on preliminary objections.
D. Taking preliminary objections- first hearing- framing of issues- hearing of witnesses- ruling on preliminary objections.
E. Taking preliminary objections-first hearing-ruling on preliminary objections- framing of issues- hearing of witnesses.

60. It is possible to conclude that the Ethiopian Civil Procedure Code has embraced the adversarial mode of litigation because:

A. It is the parties themselves who are always required to frame issues that need the determination of the court.

B. It is the parties who are always required to produce any kind of evidence as the court does not have any legal power or responsibility to order the production of evidence or the appearance of persons before it.
C. It is the parties who should put questions in examination-in-chief, cross-examination and re-examination to witnesses as the case may be though the court has the power to put questions to witnesses for the purpose of clarification of matters.
D. The court has not the power to control the outcome of the suit that is discontinued by virtue of the compromise of the litigants since such kind discontinuance of suit is the manifestation of freedom of the litigants.
E. The court does not have the power to put any question to the parties or their witnesses any question no matter how unclear an issue might be.

61. A civil suit may come to a stop before decision is made without the action or inaction of the either or both of the parties where:
A. the plaintiff withdraws his suit or abandons his claims against the defendant.
B. both the plaintiff and the defendant disappear at the time of hearing of the suit.
C. the court believes that the plaintiff has not sufficient evidence to prove his allegation.
D. there is extinction of cause of action.
E. the court temporarily closes the suit because of excessive workload.

62. Which one of the following statements is true about preliminary objections in Ethiopia?
A. The court is duty-bound to accept a preliminary objection taken at any time before judgment is given if the court is satisfied that the ground of objection has the capacity to prevent the court from giving a valid judgment.
B. Because the Ethiopian Civil Procedure Code has embodied elements of procedural due process of law, it has expressly provided that either of the parties has the liberty to raise any preliminary objection at any time before judgment is given.
C. The Ethiopian Civil Procedure Code has stated that any preliminary objection whatsoever should be raised at the time of filing the statement of defense which means that any preliminary objection raised later than this phase of the proceeding is not accepted by the court.
D. The presence of a civil suit necessarily presupposes the presence of at least one preliminary objection by the defendant.
E. Even if a defendant raises several preliminary objections and even if one of such objections enables the court for dismissal of the suit, the court should deal with the remaining preliminary objections for doing so would ensure procedural due process of law.

63. Which one of the following statements is true about issues in Ethiopia?
A. Once a civil suit is instituted in a court of law, it is a truism that the parties will remain at issue until the fate of the suit is determined by the final judgment of the court.
B. When a suit contains both issues of fact and issues of law, the court should deal with issues of fact first and issues of law next since doing so would be instrumental for the proper determination of the case.
C. If the plaintiff frames the issues at the time of intuiting of his suit, the court does not have the power to strike out or amend or alter such issue instead of basing the trial on the issues framed by the parties.
D. If the defendant admits the claims of the plaintiff either expressly or impliedly, the court is not required to frame issues and should pronounce judgment without resorting to full scale trial of the case.

E. In the case of an ex parte proceeding, the court is not required to frame issues since the very non-appearance of the defendant renders framing of issues meaningless.

64. Which one of the following statements is NOT true under the Ethiopian Civil Procedure Code?

A. The Code has expressly stated that even if there is an extinction of cause of action, the court cannot close the file unless the consent of the parties is expressly given.
B. If a plaintiff appears before a court as his own witness, the advocate of such plaintiff has every liberty to put examination-in-chief questions to such plaintiff and the other party has the right to cross examine him as any other witness.
C. Though the Civil Procedure Code has given the power to the court to put any question to any witness for the purpose of clarity of issues and facts, the Code does not expressly grant the court to put leading questions to witnesses.
D. If a plaintiff believes that the testimony of his witness is not discredited by the cross examination of his opponent, he may not put re-examination questions to such witness.
E. While putting examination-in-chief questions is essentially indispensable to a plaintiff, cross-examination and re-examination questions cannot be mandatory to the parties if they feel that putting such questions is not necessary.

65. Which one of the following is <u>NOT</u> the function of the court in a civil proceeding?

A. Framing of issues
B. Taking preliminary objections
C. Putting questions to a witness for the purpose of clarity of a point.
D. Settling preliminary objections
E. Recording testimony of witnesses

66. Assume that Mr.X sued Mr.Y alleging that the latter did not deliver 10 vehicles within the time agreed upon by the parties. In his relief, X prayed to the court for forced performance of the contract and payment of compensation. X alternatively pleaded that if forced performance could not be ordered, Y should be condemned to pay compensation, contractual and legal interests. In his statement of defense, Y alleged that X does not have the right to claim forced performance as such relief goes against the Ethiopian law. Regarding the compensation, he alleged that he did not perform the contract because of force majeure and no compensation and interest would be due to the plaintiff. Which one of the following is true on the basis of these set of facts?

A. Because the parties are not at issue, the court is duty-bound to pronounce judgment immediately following the submission of the statement of defense by the defendant.
B. One of the issues that the court should frame is whether or not the contract concluded by these litigants is valid seen in light of the relevant provisions of the Civil Code of Ethiopia.
C. It is clear that the case contains a preliminary objection that has to be settled by the court before it conducts the first hearing and framing the issues on the merit of the case.
D. It is possible to conclude that the court is required to frame both factual and legal issues in order to deal with all the issues of the case exhaustively.
E. If the court concludes that forced performance is not allowed, it must not frame issues regarding force majeure and compensation since the settlement of the impossibility of forced performance seals the fate of the case once and for all.

67. Which one of the following is a manifestation of inquisitorial mode of litigation under the Ethiopian Law of Civil Procedure?

A. Framing of issues by the court where the parties are not in position to frame their own issues relevant for the final disposition of the case.

B. Pronouncement of judgment even before the finalization of the proceeding where the court believes that the parties are not at issue.
C. Requiring a person to appear in court and give testimony even if he was not named as a witness by either of the litigants.
D. Cross-examination of witnesses by the court where the party concerned is not able to do so.
E. Taking preliminary objections at any time of even if not raised by a defendant.

68. Under the Ethiopian Civil Procedure Code, parties may not be at issue where:

A. The defendant does not appear at the time of the hearing of the case.
B. The defendant fails to make express denials to the allegations of the plaintiff as silence is taken to be admission of the allegations of the plaintiff.
C. Both the defendant and the plaintiff do not appear at the time of the hearing of the case.
D. The plaintiff does not appear at the time of the hearing of the suit.
E. The defendant does not produce any type of evidence when he files his statement of defense.

69. A civil suit shall be dismissed by the court once and for all where:

A. Both the plaintiff and the defendant die while the suit is pending.
B. The plaintiff does not appear at the time of hearing for no apparent reason whatsoever.
C. The plaintiff withdraws his suit without obtaining the leave of the court before which the case is pending.
D. All of the above
E. B and C above

70. Which one of the following is true about judgment and decree under the Ethiopian Law of Civil Procedure?

A. There are exceptional situations where a civil judge may give his judgment orally.
B. There is no any meaningful difference between a judgment and decree.
C. A decree may contain benefits to a plaintiff even beyond what was claimed by the plaintiff in his relief of the statement of claim while a judgment should confine itself within the relief of the plaintiff.
D. Decree is the functional unit of the judgment since it is the decree that is executed by the court.
E. The Ethiopian Civil Procedure Code does not contain any guideline regarding the writing of judgment and decree.

71. Which one of the following statements is true under the Ethiopian Civil Procedure Code?

A. The court has the power to amend issues eve if a judgment is rendered where it believes that doing so is in the interest of justice.
B. The reading of the Civil Procedure Code reveals that the Code has exhaustively enumerated preliminary objections that may be raised by the parties.
C. Where a third party intervenes in a civil proceeding and files his statement of claims, either the plaintiff or the defendant may raise a preliminary of objection if there is any.
D. Even if a material proposition of fact or law affirmed by one party is not denied by the other party, the court may frame an issue or issues where it believes that doing so would result in a just decision.
E. In framing of issues, the court cannot go beyond the written submissions of the parties unless the parties give their consent to the effect that the court can examine other documents for the purpose of framing of issues.

72. Recently, you remember that you reviewed an article authored by S.I. Strong on writing reasoned decisions and opinions. Which one of the following statements is not true according to this author as you understood from the reading of the article?

A. The use of reasoned judgment improves the decision making process and the quality of the decision.
B. Reasoned judgments are only useful to the litigants as the society at large does not benefit from reasoned judgments.
C. Reasoned judgments may be easier to enforce internationally as the foreign court may have the chance to see that the judgment was reached in logical and legally justifiable manner.
D. Both trial courts and appellate courts are required to write reasoned judgments.
E. The process of writing a reasoned judgment begins by considering questions of scope.

73. A memorandum of association is a requirement to create one of the following except:

A. A joint venture
B. A one member company
C. A limited partnership
D. A private limited company
E. A limited Liability partnership

74. Which of the following reasons cannot result in dissolution of a private limited company?

A. The death of a shareholder
B. The decision of the government
C. Expiry of the term for which the company was established
D. Serious disagreement between the shareholders
E. Loss of capital

75. Which of the following is <u>not</u> commonly indicated in the memorandum of association of all types business organizations?

A. The head office of the business organization
B. The business purpose
C. The amount of contributions made by each member
D. The par value of shares
E. The period for which the business organization is established

76. Compared to partnerships, which of the following is a matter more stringent in Private Limited Companies?

A. Valuation of contributions
B. Transfer of shares to outsiders
C. Rights of members
D. Registration requirements
E. Licensing requirements

77. In a subscribers' meeting, which of the following can't be done?

A. Approval of the formation activities
B. Approval of the memorandum of association
C. Approval of profit and loss statement
D. Appointment of auditors of the company

E. Approval of valuations of in-kind contributions

78. The type of security issued by a share company representing future shares is known in the Commercial Code as:

A. Dividend share
B. Share warrant
C. Debentures
D. Stock option
E. Statutory interest

79. Shares in a company cannot have the following feature under Ethiopian law:

A. Dematerialization
B. Bearer form
C. Registered form
D. Divisibility
E. Transferability

80. Under the Commercial Code, transfer of shares from members to outsiders in private limited companies:

A. Is prohibited by law
B. Is subject to approval by unanimous consent of shareholders
C. Is subject to approval by simple majority vote of shareholders
D. Is required to be made in writing
E. Is not regulated