**NATIONAL AGENCY FOR EXAMINATIONS (NAE)**
**NATIONAL EXIT EXAMINATION FOR**
**STUDENTS OF ETHIOPIAN LAW SCHOOLS**
**2010/2011 ACADEMIC YEAR**

# PART I: - PRIVATE LAWS

**INSTRUCTIONS:**

- ATTEMPT ALL QUESTIONS ON THE BASIS OF SPECIFIC INSTRUCTIONS INDICATED IN EACH SECTION.
- TIME ALLOWED: 3 HOURS.
- LEGISLATION THAT CAN BE BROUGHT TO THE EXAM ROOM: ***THE FDRE CONSTITUION, THE CIVIL CODE OF ETHIOPIA, THE REVISED FEDERAL FAMILY CODE OF ETHIOPIA, THE COMMERECIAL CODE OF ETHIOPIA, ANY OTHER LEGISLATION AND DICTIONARY.***
- *WHENEVER APPROPRIATE* BUTTRESS YOU ARGUMENTS WITH PERTINENT LEGAL PROVISIONS.
- PUT YOUR ANSWERS IN A SEPARATE ANSWER SHEET ATTACHED TO THE EXAM.
- SWITCH OFF YOUR MOBILE PHONE

**DO NOT TURN THIS PAGE UNTIL YOU ARE ALLOWED TO DO SO.**

## SECTION I: CHOOSE THE BEST ANSWER (20%, 1% EACH)

1. Which of the following is not a principle governing the holding of rights of personality by physical persons?

A. All persons are absolutely equal in respect of the holding of rights and duties.

B. Rights of personality cannot be the object of legal transaction.

C. Individuals are not free to renounce rights of personality.

D. All of the above.

E. None of the above

2. Which of the following is true about names (family name, first names and patronymic name) under the Ethiopian Civil Code?

A. They all are equally protected by law from usurpation.

B. The manner of attribution of all three is the same.

C. A person must always have a family name& given name while it is possible that he may not have patronymic name.

D They can be freely changed.

E. All of the above

3. Which of the following is not within the domain of the supervisory power of the guardian of a minor?

A. Directing the upbringing of the minor.

B. Income of the minor.

C. Social contacts of the minor.

D. Education of the minor.

E. None of the above.

4. Which of the following factors necessitated the revision of the Family Law provisions of the 1960 Civil Code of Ethiopia?

A. Providing the legal basis which guarantees the equality of the spouses-during the conclusion, duration and dissolution of marriage.

B. The need to settle disputes arising out of marriage by a competent authority in a just efficient manner.

C. Aligning the family law provisions with the FDRE Constitution and International Human Rights Instruments ratified by Ethiopia.

D. All

5. All but one of the following is not the function of a liquidator.

A. Search for a Will of the deceased

B. Determination of persons who are called to the succession

C. Determination of the property that constitutes the succession

D. Administration of the succession

E. Payment of debts of the succession

F None

6. The power of expropriation;

A. is one of manifestations of the sovereign power of any state.

B. represents a restriction on the right to property of persons.

C. may be exercised by any organ of the state or public official.

D. may be exercised for the purpose of acquiring land needed for projects that may serve the direct or indirect benefit of the public.

E. All except C

F. All except A

7. Which one of the following statements is not true about joint ownership?

A. It represents a right of ownership held by two or more persons in relation to an undivided thing.

B. Each joint owner has a right to dispose of his/her share of the object.

C. It may be acquired through derivative or original mode of acquisition.

D. Not all cases of joint ownership may be terminated by the application of a joint owner for division or sale of the thing.

E. B and D

F. B and C

8. Under Ethiopian law, the right of usufruct;

A. Is a limited real right exercised in relation to a thing owned by another person.
B. May be transferred by the right holder for consideration or gratuitously.
C. May arise from the provisions of the law.
D. Represents a dismemberment of the elements of the right of ownership.
E. All

9. The right of preemption;

A. Is a real right that enables the right holder to purchase an immovable or a chattel in priority to other persons where the owner decides to sell it.
B. Is a restriction on the right of the owner to use and enjoy his/her property.
C. May not be created for more than ten years, since such agreement affects the public interest for the free transfer of goods.
D. Shall not be valid unless registered in the register of immovable properties.
E. The right holder may recover the thing from the purchaser in auction after it has been sold in auction.
F. All

10. Which one of the following statements is correct?

A, The truthfulness of a defendant's statement may not in any case save him from liability for defamation in the Ethiopian law
B. The existence or otherwise of intention, according to the Ethiopian law, is not totally irrelevant to decide whether or not the defendant is at fault
C. Apart from the issue of fault, the absence of intention on the defendant's part may never be taken into consideration in his favour
D. A & B
E. B & C

11. Which one of the following statement is incorrect?

A. Impossibility in the assessment of the exact amount of damage, according to the Ethiopian extra contractual liability law, relieves the defendant from the obligation to compensate the victim
B. Remedies in the extra contractual liability law of Ethiopia are sometimes available when defendant's fault is proved regardless of an actual or perceived material damage occurs to the plaintiff's interest
C. The scope of protection of extra contractual liability law covers interests which are only individual in nature; it has nothing to do with interests shared in group.
D. A & B
E. A & C

12 Which one of the following statements is correct?

A. Though the existence of damage is a general and important element of the extra-contractual liability law of Ethiopia, not all types of damages are compensable
B. An employer in Ethiopia is always free from vicarious liability where one of his employees cause damage to another person in a different place and time than the worker is normally employed
C. Under the Ethiopian extra contractual liability law, the fact that it is impossible to prove the fault of the defendant exempts him from strict liability
D. D. A & B
E. E. A & C

13. Mr Girma agreed to pay Meles, his son, 8000 birr if the latter scores 4.00 points in National Examination. An agreement between Mr. Girma and his son is not a contract because _____.

A. father and a son cannot enter into contract
B. The agreement created unilateral obligation
C. Mr. Girma had no intention to be bound
D. Meles had no obligation under the agreement

14. In cases of non-performance of a contract, a creditor may claim _____.

A. Forced performance in addition to cancellation
B. Invalidation in addition to specific performance
C. Compensation in addition to cancellation
D. Cancellation in addition to invalidation

15. In which one of the following statements a mistake is not a ground for invalidation of a contract?

A. A party donated her house thinking that she was selling it.
B. A party sold a house thinking that she signed contract of lease.
C. A party donated her house to Mr. Y thinking that she was donating to Mr. X
D. A party bought an item from Mr. M thinking that she was buying from Mr. N

16. Nine years ago, Mr N lent Mr D 23000 birr. Which one of the following agreement interrupts the period of limitation?

A. An agreement that Mr Z pays the loan if Mr D fails
B. An agreement that Mr D sells a house mortgaged for the loan to Mr C
C. An agreement that Mr N sells his car to Mr D at 23000 birr
D. An agreement that Mr D sells his house to Mr N

17. Mr A has undertaken to deliver either a house or a car to Mr B for a price of 170,000 birr. If the house is totally destroyed by flood after the conclusion of the contract, then __

A Mr A will be relieved from paying damages as flood is a force majeure
B. Mr B can cancel the contract as the obligation to deliver a house became impossible
C. Mr A would not be relieved of paying damages if he fails to perform the contract
D. Any party can claim invalidation of the contract as its object is impossible

18. In which one of the following a creditor can claim forced performance?

A, An agreement to write a book
B. An agreement to work as an accountant
C. An agreement to deliver a thing
D. An agreement to teach in a college

19. Which one of the following merger extinguishes the obligation of suretyship?
A. Merger of the debtor and creditor
B. Merger of the creditor and surety
C. Merger of debtor and surety
D. All of the above merger extinguish obligation of suretyship

20. Companies under Commercial Code of Ethiopia are always

A Civil in nature
B. Commercial in nature
C. Either commercial or civil in nature
D. Neither commercial nor civil in nature.
E. None.

21. Which of the following is not true about a share?

A. Share is either movable or immovable property.
B. Share gives rights and liabilities to the holder.
C. Share is the interest of the share holders in the company measured by the sum of money.
D. Shareholder is a part-owner of the company.

## SECTION II: SAY TRUE IF THE STATEMENT IS CORRECT AND FALSE IF THE STATEMENT IS INCORRECT (5%, 1% EACH)

1. Under the Revised Federal Family Code a child with a presumptive father can be acknowledged by another person if the acknowledgement is deemed to be in the interest of the child.

2. According to the modern view of patrimony, every person has patrimony and a person can have only one patrimony.

3. In a suit for performance of a contract, burden of proof shifts to a defendant who alleges that the contract is invalid.

4. The primary objective of strict liability law is to avoid or reduce socially disruptive behavior.

5. Under the Commercial Code of Ethiopia, companies can issue transferable securities.

## SECTION III: MATCH THE ITEMS UNDER 'A' WITH THOSE UNDER 'B' (5%, 1% EACH)

| A | B |
|---|---|
| 1. Rights of Personality | |
| 2. Public domain of the sate | |
| 3. Trader | |
| 4. Liquidator | A. An agreement in which one party stipulates obligations |
| 5. Adhesion contract | B. An agreement in which one party obtains substantially more favourable terms than other |

C. May not be acquired through usucaption or possession in good faith.
D. Extra Commercium
E. Profit motivated
F. Guardian
G. *Bonus Pater Familias*
H. Joint Ownership

## SECTION IV: FILL IN THE BLANK SPACES (10%).

1. The principal mode of establishing paternal filiation for children born in a legally recognized union is called_____.

2. _____is a legal suit that is exclusively based on title and having the purpose of recovering a thing that is unlawfully taken.

3. Things that constitute intrinsic elements of immovable things shall be treated as _____from the date of the contract for their separation until their actual separation.

4. French law recognizes possession exercised in relation to incorporeal things / rights/. Such possession is called_____

5. An oral declaration or a written demand clearly showing the intention of a creditor to obtain performance of a contract is called _____.

6. A remedy for non-performance of a contract in which the debtor is forced to do or deliver a thing is _____.

7. An action taken by the creditor, upon the authorization of court, to prevent impoverishment of the debtor which otherwise jeopardizes the creditor's right to payment is _____.

8. A statutory period after which a lawsuit for performance or invalidation of a contract cannot be brought in court is _____.

9. Shareholders of Share Company have two categories of rights. These rights are _____and_____.

10. Business mortgage can be created by _____ or _____

## SECTION V: ANSWER THE FOLLOWING QUESTIONS IN NOT MORE THAN FOUR LINES (10%)

1. Explain the Forms of share under the Commercial Code of Ethiopia (5%)

2. State the difference in the general extent of compensation that the plaintiff is entitled to in the law of contract and the extra contractual liability law of Ethiopia. (5 %)

## SECTION VI: WRITE SHORT ESSAYS FOR THE FOLLOWING QUESTIONS ON IN NOT MORE THAN 10 LINES (15%).

1. Discuss the requirements for the acquisition of ownership through possession in good faith and the rationale behind the rules governing it (10%).

2. Discuss the meaning and types of subrogation. (5%)

## SECTION VII: HYPOTHETICAL CASE (35%)

Ato Zemene Bashaw and W/ro Simegnush Befekadu grew up in Addis Ababa. As they had been classmates from elementary school all the way to university, they

eventually decided to be life partners. Following their graduation from University in1970 E.C, they both went to visit their grandparents in Welkite(SNNP Region) to celebrate “Meskel”. Their respective family and relatives who already knew the relationship arranged a ceremony and declared them “married” in accordance with the custom of the place. Although they immediately returned to Addis, they had never gone through further procedures.

Zemene and Simegnush had been enjoying a peaceful life until when Simegnush gave birth to a baby boy, Tariku about four months after their return from Welkite to Addis. While Zemene was not surprised initially, he gradually became very curious about the baby as the latter resembles neither Zemene nor anyone from his family. Although this doubt has shadowed their relationship, they continued living together for over three decades during which they built a grand villa and supermarket in Addis Ababa. In fact, Ato Zemene was such a lucky guy that five years ago he won a lottery of 5 million birr, only by spending 5 birr from his salary. With that money he built a 5 star hotel in Addis. But Zemene always embarrasses Simegnus alleging that he doesn’t father Tariku. About three months ago, Simegnush filed a divorce petition. Pending the divorce petition, the court ordered Zemene to temporarily leave the common home. Tariku who was only nine chose to stay with his mother claiming that Zemene does not love him. Ato Zemene was disappointed and decided to file an action to disown Tariku.

Meanwhile, Zemene sustained a serious injury in a car accident and few days later he passed away. While he was hospitalized he wrote a Will which partly provides that, “I never had a legally binding marriage with Simegnush and hence we never had a common property with her; let my elder sister Tizita take 90% of my estate; I have given the supermarket to my brother Tedla; let my parents take care of my son Bekalu, who was born to Wro Zinash before I got married to Wro Simegnush.” No mention was made of Tariku, though. When Zemene’s succession opened, Simegnush was surprised with the Will not only because she was denied a status of wife but also her minor son (Tariku) was excluded from the inheritance and a ‘stranger’ (Bekalu) was named as another son of Ato Zemene.

<u>Questions</u>

1. Wro Simegnush wonders as to whether she can challenge the validity of the Will left by Ato Zemene on behalf of Tariku and herself. Please give her a well considered legal advice (20 %).

2. Is Bekalu entitled to the succession of Ato Zemene? Why/ Why not? If yes, to what extent (10%)?

3. Assuming that Ato Zemene died intestate, briefly state the possible beneficiaries of Zemene's estate and their respective share (portion) (5%).

# ANSWER SHEET FOR PART I

**DIRECTIONS:**

**Please read the following directions carefully before starting to work on the examination.**

1. **Write your Name, Father Name and Grand Father Name, the Name of your University and your Registration Number on the spaces provided in BLOCK letters.**
2. **Do not write your Name, Registration number or any other information regarding yourself inside the answer sheet.**
3. **Code Number is for use by the Agency. Therefore nothing should be written on it.**

**CODE NO._____**

**SECTION I: CHOOSE THE BEST ANSWER (20%, 1% EACH)**

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____

15. _____

16._____

17._____

18._____

19._____

20._____

21._____

**SECTION II: SAY TRUE IF THE STATEMENT IS CORRECT AND FALSE IF THE STATEMENT IS INCORRECT (5%, 1% EACH)**

1. _____

2. _____

3. _____

4. _____

5. _____

**CODE NO._____**

**SECTION III: MATCH THE ITEMS UNDER 'A' WITH THOSE UNDER 'B' (5%, 1% EACH)**

1. _____

2. _____

3. _____

4. _____

5. _____

**SECTION IV: FILL IN THE BLANK SPACES (10%).**

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____and_____

10. _____or_____

**CODE NO._____**

**SECTION V: ANSWER THE FOLLOWING QUESTIONS IN NOT MORE THAN FOUR LINES (10%)**

1. (5%)

_____

_____

_____

_____

_____

2. (5%)

_____

_____

_____

_____

_____

_____

**SECTION VI: WRITE SHORT ESSAYS FOR THE FOLLOWING QUESTIONS ON IN NOT MORE THAN 10 LINES (15%).**

1. (10%)

2. (5%)

**CODE NO._____**

## SECTION VII: HYPOTHETICAL CASE (35%)

1.(20%)

2. (10%)?

**CODE NO._____**

3. (5%)