SECTION I: CHOOSE THE BEST ANSWER (25%, 1% EACH)

1. What is the appropriate legal term used to represent a mode of acquisition of ownership in the case where an individual cuts unprotected wild tree and claims ownership right over the object?

   A. Grabbing.
   B. Transfer.
   C. Possession in good faith.
   D. Possession free of defect.
   E. Occupation.

2. Which of the following is the basis for the protection of property right in the Ethiopian context?

   A. The acknowledgement of natural rights.
   B. The Universal Declaration of Human Rights.
   C. The adoption of relevant Ethiopian laws by the competent government organ.
   D. International resolutions.
   E. The interest of the public.

3. Under the Ethiopian law of contracts, the validity of any contract necessarily requires the cumulative presence of:

   A. Object, form, consent and capacity.
   B. Form, capacity and consent.
   C. Consent, capacity and object.
   D. Consent, object and form.
   E. Capacity and consent.

E All

4. Which of the following is true about elements of business?

A. Incorporeal elements, such as goods and equipments constitute the main element.
B. Corporal elements, such as goods and equipments constitute the main element.
C. Incorporeal elements, such as trade name and trade mark constitute the main element.
D. Patents and copy right constitute the main element.

E All

5. Who are the founders of Share Company under the Commercial Code of Ethiopia?

A. Persons who sign memorandum and articles of association and subscribe the whole capital of the company.
B. In the case of public share company, persons who sign prospectus.
C. Any outsider who initiated the plans of facility for the formation of the company.
D. All.
E. None.

6. Which one of the following juridical acts is **not** within the scope of application of the Ethiopian law of contract?

A. Conditional contract.
B. Contract involving earnest. C. Adoption agreement.
D. Marriage contract. E. A and C.

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

A. Non-performance of one's duty may entail either contractual or extra- contractual liability of the defaulted person based on the source of that duty.
B. The basis for vicarious liability is the fault of a person who is answerable for the act of another person.
C. The source of duty breached by the defendant is the key factor distinguishing the victim's cause of action in tort or contract.
D. A & B. E. A & C.

8. Which of the following organ has the power to call general meeting of shareholders of the share company?

A. Auditors.
B. Board of directors. C. Liquidators.
D. Person nominated by the court. E. All.

9. Which of the following is **not** true about special meeting of shareholders in Share Company?

A. Special meeting is a meeting in which all share holders shall attend.
B. Special meeting must be called to approve decisions of general meetings modifying special right of share.
C. The rule of extra-ordinary meeting as to quorum and majority is applicable to special meeting.
D. All.
E. B&C.

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

A. Fault of the victim totally exempts the tortfeasor or at least reduces the extent of liability that the latter owes to the victim.
B. Existence or non-existence of fault on the part of either the victim or the defendant is absolutely irrelevant in the assessment of compensation in case of strict liability under Ethiopian law.
C. A person is not liable under the Ethiopian tort law for damage caused due to his negligence unless the law provides otherwise. D. A & B.
E. All.

11. Under the Ethiopian law of contracts, assignment of obligatory rights_____

A. Is the same as stipulation of a beneficiary in all respects.
B. May be made gratuitously in which case the assignor is not obliged to guarantee the existence of the right.
C. Can be made for consideration though the assignor is not required to guarantee the existence of the right at the time of the assignment.

D. Is not possible as it violates the principle of privity of contract which is the nucleus of the Ethiopian law of contract.

E. Is made before the conclusion of the contract to be assigned to the beneficiary.

12. Partnerships under commercial code of Ethiopia_____

A. Are always legal persons.
B. Are either commercial or civil. C. Have legal personalities.
D. Have maximum limit regarding number of partners. E. None.

13. General Partnership____.

A. Has unlimited liability.
B. Is a partnership whose partners are jointly, severally and personally liable to the firm's debt.
C. May be either commercial or civil. D. All.
E. None.

14. Joint venture is_____

A. A partnership having legal personality.
B. A partnership whose partners are active in all business activities. C. The only business organization which is not legal entity.
D. A partnership having firm name of its partners.
E. A partnership which owes the properties of its partners.

15. Shares in private limited company_____

A. Are freely transferred among their shareholders.
B. Need a majority vote of at least 75% to transfer them to outsiders. C. Give preemption right to its shareholders.
D. Shall be transmitted to the heirs of the share holders. E. All.

16. In the Ethiopian Law of Contracts, the essence of joint and several liability of co-debtors is that:

A. One of the debtors may validly refuse performance of the contract as the creditor has the liberty to proceed against the remaining co- debtors.
B. The creditor has the right to claim the whole debt from one of the co-
debtors irrespective of the share of the co-debtors.
C. If the consent of any of the co-debtors was vitiated by any vice of consent during the formation of the contract, any of the co-debtors can raise such defense against the creditor.
D. All the co-debtors shall assume equal obligations towards the creditor irrespective of the agreement of the co-debtors as between themselves.
E. B and C above.

17. Who benefits, according to Ethiopian law, from an ambiguous transaction between two parties for the transfer of an object having principal accessory relationship?

A. The
transferor. B.
The transferee.
C. The transferor or the transferee depending upon the price paid.
D. Creditors of the transferee.
E. Third parties who want to have future dealings with the transferor relating to the accessory.

18. The Ethiopian civil code has provided that ownership right may not be divided except in accordance with the law. In which of the following cases can ownership be divided as an exception to the rule of indivisibility?

A. In the sale of the object subject to
ownership. B. In the abandonment of
ownership right.

C. When the object owned is physically divided between two persons as new owners.

D. When the object owned is broken in to pieces.

E. In the creation of the right of use and collection of fruits by the owner to the benefit of a third party while maintaining the naked ownership.

19. What is the status of oath under the Civil Code of Ethiopia in relation to proof of contracts?

A. It is used to prove contracts that need to be made in writing provided that the document establishing the contract was lost.
B. Because the moral standards of the people of Ethiopia have been greatly eroded, oath does not have any significance to prove a contract in Ethiopia today.
C. It is a useful tool to rebut the presumption of payments incorporated in the Ethiopian Civil Code.
D. It has been expressly made unlawful since the adoption of the FDRE Constitution.
E. A and C above.

20. Immorality or unlawfulness of object of a contract leads to _____ while non-performance of contract may lead to _____ .

A. Forced performance of contract/compensation. B. Cancellation/invalidation.
C. Invalidation/compensation.
D. Specific performance/compensation. E. Termination/ cancellation.

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

A. The prime purpose of the Ethiopian strict liability law is to ensure deterrence for potential wrongful acts.
B. Courts in Ethiopia may apply equity only in specified circumstances to fix the amount of compensation that the victim of a tort is entitled to.
C. Vicarious liability is a source of tort liability that does not generally

require either intention or negligence on the part of the person who actually carryout the wrongful act.

D. A &
B. E. A
& C.

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

A. A plaintiff in tort is required invariably to prove the existence of damage.
B. The test for "standard of good conduct" that a judge applies in relation to a professional regarding the practicing of his profession must be the same as the one applicable for a lay-person in relation to the same act or omission.
C. There exists joint and several liability of the employee and the employer in case of vicarious liability in the Ethiopian tort law.
D. A &
B. E. A
& C.

23. In considering whether to expropriate private property attached to an immovable object, what is the main factor the competent authority should take into account?

A. The value of the property subject to expropriation.
B. The location of the property subject to expropriation.
C. The amount of financial benefit the government can get if the expropriation is effected.
D. The consent of the owner of the property subject to expropriation.
E. The weight of the interest of the public and the interest of the owner of the property to be expropriated.

24. Which one of the following grounds of extinction of contracts does **not** necessarily invite the involvement of the court?

A.
Invalidation
B.
Novation
C.
Termination D.
Cancellation E.
Set- off

25. Which one of the following statements is true about invalidation of contracts under the Ethiopian Civil Code?

A. In Ethiopia, invalidation of a contract may not be sought after a passage of a certain period of time provided by law irrespective of the nature of the defect of the contract.

B. Invalidation of a contract may be requested only by one of the contracting parties irrespective of the nature of the defect leading to invalidation.

C. In Ethiopia, it is only void contracts that are to be invalidated while voidable contracts cannot be invalidated.

D. In Ethiopia, invalidation of contracts made by the contracting parties does not have any retrospective effect.

E. A and C above

SECTION II: MATCH THE ITEMS UNDER 'A' WITH THOSE UNDER 'B' (10%, 1% EACH)

A	**B**
1. Ownership	A. A charge over
2. Plurality of guarantors	B. A general measure for a
3. "Reasonable practitioner's	person's
4. Servitude	D. A harm that can be assessed
5. Effect of non-performance	in terms of monetary value
6. Fault of the victim	F. Substitution
7. Standard of good conduct	G. Benefit of discussion
8. Material Damage	H. Complete legal power
9. Subrogation	thing
10. Fungible goods	I. Invalidation of

J. Professional fault

K. Restriction over property right having the right of use L. Benefit of division

SECTION III: ANSWER THE FOLLOWING QUESTIONS IN NOT MORE THAN FOUR LINES (15%, 5% EACH)

1. Briefly explain the principal and additional mode of remedies in the Ethiopian Extra-contractual Liability Law.

2. What does acquisitive prescription mean?

3. What is the basic difference between a counter-guarantor and a secondary guarantor?

SECTION IV: WRITE SHORT ESSAYS FOR THE FOLLOWING QUESTIONS ON IN NOT MORE THAN 10 LINES (20%)

1. Demonstrate the difference between possessory action and petitory Action. (5%)
2. Under the Ethiopian Law of Contracts, a debtor is strictly liable to pay compensation to the creditor in the case of non-performance of a contract. However, in exceptional circumstances, a debtor is required to pay compensation only when non-performance of the contract is attributable to the fault committed by the debtor. What are such exceptional situations? (10%)
3. Briefly explain the effects of registration of business. (5%)

SECTION V: HYPOTHETICAL CASE
(30%)

Ato Ahmed was a well-known business man. He, *inter alia*, had an export enterprise that exports coffee and sesame to the United States, China and Europe. He had also a big factory that produces edible oil in Dire Dawa town. He concluded his marriage with Fatuma in Addis Ababa in 1980 E.C. and fathered four children from her, namely, Abdi, Aminat, Seid and Momina.

Ato Ahmed's success as a business man came later after he got marriage with Fatuma. Before that, he was a street vender selling socks and shorts around Arat Kilo. Through extensive efforts, he first managed to acquire the export company. After his export company started well functioning, however, Ahmed established the oil factory in Dire Dawa town and move there to closely manage it, leaving the export company in Addis to be managed by his wife and children. Although he occasionally used to come to Addis to visit his family, he basically resided in Dire Dawa since 1995 E.C. It was during this time he met with Zeinia. Because Zeinia was beautiful and younger than Fatuma, he loved her. Zeinia loved him, too. Ato Ahmed did not waste time to send a request to the families of Zeinia to marry her according to the local custom. Because Ahmed was a famous businessman in that area, Zeinia's families did not hesitate to accept the request. Accordingly, Ahmed concluded a customary marriage with Zeinia in mid-1995 E.C. In the following three years, Ato Ahmed and Zeinia gave birth to two children: Medina and Neima. Although Fatuma came to know Ahmed's second marriage, she tolerated believing that this is allowed according to their custom and religion. On her part, however, she started an extra-marital affair with Ato Shikur. And unexpectedly, she got pregnant from him at older age and gave birth to a baby in 1999 E.C. She named him Sultan. Even if Ahmed is suspecting

that he is not the actual father of Sultan, he preferred to stay calm.

While he was driving his personal automobile from Dire Dawa to Addis on Hidar
30, 2004 E.C., Ato Ahmed collided with a lorry and passed away in the aftermath of the car accident. Up on his death, Ato Ahmed left the oil factory, the export company, 4 vehicles and 15 million Birr deposited in Dashen Bank. Following his death, both Fatuma and Zeinia applied individually to the Federal High Court for partition of property claiming that they are wives of the late Ahmed.

Assuming that the case is brought to the Court where you preside as a judge, deal with the following issues based on the above facts:

1. Which of the two marriages do you think is a valid marriage? Why/why not? (10%)

2. Assuming that the two marriages are valid, what are the respective shares of the two spouses from the common property? (10%)

3. Also assuming that Ahmed died intestate; determine those children that can take part in the succession and their respective shares. (10%)

Answer Sheet Cover Page
Part I, LL.B Exit Exam

The data on this page is accessible only to NEAEA

DIRECTIONS:

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

1. Write your first name, father's name (patronymic) and grandfather's name (surname) in BLOCK letters in the spaces provided below.
2. Write the Name of your University and your Registration Number on the spaces provided below in BLOCK letters.
3. Do not write your Name, Registration number or any other information regarding yourself inside the answer sheet.
4. Code Number is for use by the National Agency for Examinations (NEAEA). Therefore nothing should be written on it.

LL.B EXIT EXAM PART I, NEAEA 2012
(2004 E.C.)

PRIVATE LAWS

_____ _____ _____

First Name **Father's Name** **Grandfather's Name**

Registration Number _____

University _____

Code Number *(To be filled by NEAEA)* _____

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Answer Sheet for Part I, LL.B Exit Exam

CODE NO._____

SECTION 1: CHOOSE THE BEST ANSWER (25 points)

Section I: Multiple Choices (25%)

1. ____
2. ____
3. ____
4. ____
5. ____
6. ____
7. ____
8. ____
9. ____
10. ____
11. ____
12. ____
13. ____
14. ____
15. ____
16. ____
17. ____
18. ____
19. ____
20. ____
21. ____
22. ____
23. ____
24. ____
25. ____

Section II: Matching (10%)

1. ____
2. ____
3. ____
4. ____
5. ____
6. ____
7. ____
8. ____
9. ____
10. ____

CODE NO._____

SECTION III: SHORT ANSWER

(15%) QUESITON 1

1_____

_____

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_____

2._____

_____

_____

_____

3._____

_____

_____

_____

CODE NO._____

SECTION IV: ESSAY PART (20%)

Question 1

Question 2

CODE NO._____

Question 3

CODE NO._____

SECTION V: HYPOTHETICAL CASE QUESTIONS (30%)

1._____

2._____

CODE NO._____

3._____

Case Two (10)