

CENTRAL UNIVERSITY

END-OF-FIRST SEMESTER EXAMINATIONS

2019/2020



DEPARTMENT OF MANAGEMENT AND PUBLIC ADMINISTRATION

CBFW203 BUSINESS LAW

3 CREDITS

SESSION: MORNING, EVENING AND WEEKEND

DURATION: 2 HOURS

STUDENT ID No:

INSTRUCTIONS:

Answer SEC A (compulsory) and ONLY ONE question from SEC B plus

ALL questions under Section C (multiple choice)

**DO NOT TURN OVER THIS PAGE UNTIL YOU HAVE BEEN TOLD TO DO SO BY
THE INVIGILATOR**

INSTRUCTORS: *Frederick Asamoah ESQ, Alex Otoo ESQ, and Kwasi Opare-Wiredu, ESQ*

SECTION A
COMPULSORY QUESTION

Q1: Wakaasu and Ayew were part of the team that represented the nation in the just ended Nation's Cup in the Emirates. After successfully winning the tournament which included 20 countries they decided to go on a shopping spree. With permission from the Coach they left the camp of the team and headed to the town centre where they found a huge commercial edifice with several stalls lined up with each displaying several priced goods and wares. The two friends decided to enter one of the largest departmental shops in the mall. In the stall they found several varieties of shoes, shirts, ties, suits etc each indicating the original prices and the promotional prices. They selected several items and placed them in a green shopping bag and proceeded to the till to pay for them. They had barely reached the counter to pay for them when they dropped all the items on a nearby desk and diverted to the female section of the shop which had on display ladies bags, dresses, shoes, jewelry and other beautiful ladies products. As they walked through that section they selected several items and placed them in a yellow shopping bag and brought them to the shop attendant. When the attendant computed the cost of the items she included in the computation those items in the green bag which the two friends had earlier dropped on the other desk before heading to the ladies sections. The two players objected to the inclusion asked the attendant to compute only the ladies items in the yellow bag. The misunderstanding between the two players and the shop attendant developed into an argument which drew the attention of Mr. Ntow, the Manager of the Shop. Mr. Ntow position was that the items on the shelves were not for decorations. They were on sale and their arrangements on the shelves with their prices should reasonably tell customers that they were offered for sale. He continued to state that the two players would be in breach of contract if they refused to pay for the items in the green bag since they had accepted the shop's offer of them for sale when they picked them from the shop. This, the players are not ready to agree to. The two players have consulted you for advice on the tight position of the law on this situation and their liabilities, if any, to the shop.

- i. What are the legal issues in this case
- ii. Advice the shop on their rights or liabilities under the law
- iii. Advice the players on their rights or liabilities under the law

[20 MARKS]

SECTION B
OPTIONAL QUESTIONS
ANSWER ONLY ONE FROM THIS SECTION

Q2: *"The current Chief Justice of Ghana, Justice Sophia A.B Akuffo, will retire on December 20, 2019, when she will be 70 years, the mandatory age of retirement for Justices of the Supreme Court and Court of Appeal as stipulated in Article 145 clause 2 (a) of the 1992 Constitution of Ghana. Per Article 144 clause 1 of the 1992 Constitution, the President appoints a Justice of the Supreme Court as Chief Justice in consultation with the Council of State and with the approval of Parliament. Apart from the appointment of a new Chief Justice, President Nana Addo Dankwa Akufo-Addo is also likely to appoint new Justices to the Supreme Court to fill the void created by the retirement of Justice Akuffo and the other Justices namely Justices Vida Akoto Bantso and Sophia Adinyera, who retired in February and July this year, respectively."* ~ Graphic Online Oct 17, 2019

The Chiefs and people of your hometown, who have heard of your pursuit of higher education in the University, have invited you as an enlightened child of their soil to deliver a speech during their annual Akwasidea festival on the composition, constitution, jurisdiction and qualification of Justices of the Supreme Court of Ghana. In not more than a page draft a seasoned speech under the various indicators above to educate the natives on the matter.

[10 MARKS]

Q3: PROVIDE THE LEGAL PRINCIPLES (HOLDINGS) IN THE FOLLOWING CASES

- i. *Balfour V Balfour*
- ii. *Carlil V Carbolic Smoke Ball*
- iii. *Gibson V Manchester City Council*
- iv. *Pharmaceutical Society Of Great Britain V Boots Cash Chemist*
- v. *Nash V Inman*

[10 MARKS]

SECTION C - MULTIPLE CHOICE - ANSWER ALL QUESTIONS

[30 MARKS]

1. Social /domestic agreements, and Commercial/Business Agreements are classifications made by the law to assist the court to determine issues of
 - a. Formalities of contract
 - b. Intention to create legal relations between parties
 - c. Capacity of parties
2. The display of goods on the shelves of a self-service shop amounts to
 - a. An offer
 - b. An invitation to treat
 - c. A promotion
3. The Court of Chancery was headed by
 - a. A judge
 - b. A bishop
 - c. A clerk
4. The District Court has jurisdiction to try cases involving
 - a. stealing
 - b. murder
 - c. manslaughter
5. Kirk was tried at the District Court for assault in Miosto. He wants to appeal against the decision of the District Court. Which Court must he appeal to
 - a. Court of Appeal
 - b. High Court
 - c. Circuit Court
6. The Common law of Ghana comprise doctrines of equity, customary law and
 - a. Common Law
 - b. Case law
 - c. Existing law
7. Lawyer Otoo wants to be a Justice at the Supreme Court of Ghana. He has practiced law for 8 years. How many years of experience does he need to be eligible
 - a. 2 years
 - b. 10 years
 - c. 15 years
8. Which party in a contract must show a clear intention of willingness to be bound
 - a. The offeror
 - b. Both parties
 - c. The offeree
9. A unilateral contract is created by one party but is binding on both parties
 - a. True
 - b. False
 - c. None of the above
10. Apeitus entered into a contract with the Rap Dacta. If the Contracts under is under a seal then it is a(n)
 - a. Formal
 - b. Informal
 - c. Express

11. Yeboah has a contract with Fiifi. It is possible for the contract to have all the essential elements but may still be unenforceable
 - a. True,
 - b. False
 - c. None of the above
12. A contract needs not be in writing except in certain cases. This according to section of the Contract Act, 1960 (Act 25)
 - a. 11
 - b. 12(1)
 - c. 25
13. Under what type of agency would the endorsement of the Principal have a retrospective effect on the authority and conduct of the agent
 - a. Ratification
 - b. Estoppel
 - c. Universal
14. Every offer must be communicated but not all acceptances must be communicated.
 - a. True
 - b. False
 - c. None of the above
15. Berko and Affum have an agreement to build a hostel. Due to an "act of God", the contract has been discharged. The discharge is said to be one of
 - a. Frustration
 - b. Agreement
 - c. Operation of law
16. The definition of consideration as "some right, interest, profit accruing to one party and some forbearance, detriment, loss or responsibility given, suffered undertaken by the other" was given in the case of
 - a. Dunlop v Selfridge
 - b. Currie v Misa
 - c. Powell v Lee
17. CU entered into a contract with Eklina Catering to offer catering services to CU students. The contract imposes both conditions and warranties on the parties. A non performance of a Condition as a term of contract entitles an aggrieved party to sue for compensation only
 - a. True
 - b. False
 - c. None of the above
18. Contract of Necessaries is the only contract which infants are allowed to enter by law
 - a. True
 - b. False
 - c. None of the above
19. What jurisdictions does the Court of Appeal have
 - a. Original jurisdiction
 - b. Appellate jurisdiction
 - c. Supervisory jurisdiction

20. An agency of necessity arises in an..... Situations
- Emergency
 - Difficult
 - Dangerous
21. According to section 10 of the Contracts Act 1960 Consideration
- Needs to move from the promisee to promisor
 - Needs to move from the promisor to promisee
 - Need not move from the promisee to the promisor.
22. A false statement made with the belief that it is true, but without reasonable grounds for that belief is described as
- fraudulent misrepresentation
 - Negligent misrepresentation.
 - innocent misrepresentation
23. Regional Tribunals have jurisdiction over both civil and criminal cases.
- true
 - false
 - none of the above
24. In law of contract silence to the terms of an offer implies
- acceptance
 - consent
 - none of the above
25. "*Delegates non potest delegare*" is a fundamental principle in the law of
- Contract
 - Agency
 - Equity
26. Which of the following person is said to stand in a fiduciary relationship
- Agent - Principal
 - Offeror - Offeree
 - Promise - Promisor
27. The Children's Act 1998, Act 560 is the principal statute in Ghana concerning children. Which source of law does this statute fall under?
- Enactments made by the Parliament established by the 1992 Constitution
 - The existing law
 - Rules, Regulations and Orders made under the authority of Constitution
28. The factors which affect the genuineness of a contract a make a valid contract otherwise unenforceable by the courts is known as
- Vitiating factors
 - Duress
 - Conditions and warranties
29. The element of a valid contract which deals with age, authority and soundness of mind of contracting parties is
- Considerations

b. Capacity

c. Intention to create legal relations

30. He who comes to equity musthands