
CERTIFIED PUBLIC ACCOUNTANT

FOUNDATION 1 EXAMINATION

F1.2: INTRODUCTION TO LAW

TUESDAY: 9 JUNE 2015

INSTRUCTIONS:

- 1. Time Allowed: 3 hours 15 minutes** (15 minutes reading and 3 hours writing).
- This examination has **seven** questions and only **five** questions are to be attempted.
- Marks allocated to each question are shown at the end of the ques

QUESTION ONE

Mrs Barbarita lend free of charge a dress to Miss Viviana who was about to get married. A few days before the wedding ceremony, Mrs Barbarita found somebody who wanted to hire her dress at a very good price. She made a request to Miss Viviana in order to have her dress returned. Having not envisaged an alternative source for another dress for her wedding ceremony, Viviana refused to return the dress. Furious, Mrs Barbarita decided to file a case to the court in order to claim not only her dress but also the damages for the missed profit because the hirer had meanwhile decided to hire another dress elsewhere.

1. Can the situation created by Mrs Barbarita and Miss Viviana be regarded as a Contract? If no, explain? If yes, explain and what kind of contract is it? **(6 Marks)**
2. Is Mrs Barbarita likely to win the case before the court? **(2 Marks)**
3. Will the action in court of Mrs Barbarita against Miss Viviana be conducted according to criminal procedure or according to civil procedure? Explain. **(2 Marks)**
4. Assuming that Mrs Barbarita had actually received the rent fees for her dress and that during the talks; she deliberately hid to the renter that the dress was still in the hands of Viviana, Can this rent be annulled? If so, on which basis can that annulment be justified? **(6 Marks)**
5. Is the relation between Mrs Barbarita and Miss Viviana a private law relation or a public law one? Explain. **(4 Marks)**

(Total 20 Marks)

QUESTION TWO

- (a) Explain briefly the legal requirements relating to capacity in a contract. **(8 Marks)**
- (b) Explain the position of law with regard to acceptance by silence under the law of contract. **(4 Marks)**
- (c) With the help of two case studies explain the rules governing consideration in a contract. **(8 Marks)**

(Total 20 Marks)

QUESTION THREE

According to article 63 of the Rwandan constitution, decree-laws are a valid source of law which shall have the same effect as ordinary Laws.

- a) What is meant by decree-laws? **(8 Marks)**
- b) What is the distinction between decree-laws and ordinary laws? **(8 Marks)**
- c) Can a decree-law contradict an ordinary law? **(4 Marks)**

(Total 20 Marks)

QUESTION FOUR

(a) With reference to the law of persons:

- i) Distinguish between domicile of origin and domicile by choice **(6 Marks)**
- ii) Specify the conditions that an alien must satisfy before being granted citizenship in Rwanda. **(6 Marks)**

b) Write explanatory notes on the following:

- i) Supremacy of the constitution **(4 Marks)**
- ii) The rule of law **(4 Marks)**

(Total 20 Marks)

QUESTION FIVE

(a) John owns a large car retail shop in Kigali, John & Sons. He is an accredited Mercedes Benz Car Dealer. Jose bought a Mercedes Benz S Class from John & Sons. He paid full price for the car. When John & Sons delivered the car, the Mercedes Benz S Class had a Land Rover engine and could not work. He returned to claim at John & Sons but the company refused to accept liability on the returned car. Jose approaches your Law Firm for advice on how he could be redressed since this was a clear violation in a contract of sale of goods. Advise him appropriately. **(10 Marks)**

b) Elaborate on the main obligations of both seller and buyer in a contract of sale of goods **(10 Marks)**

(Total 20 Marks)

QUESTION SIX

(a) MUKIRE was married to KEZA in 2013. The family has a large land in the suburbs of Kigali. Early in January 2014, MUKIRE sold the land to MUHERWE without informing her wife. However, when he started the de-registration process; the Registrar General of land titles blocked the move for the illegal sale of the land. Do you agree with the decision of the Registrar of land titles? Explain. **(10 Marks)**

(b) Write a brief note on:

- (i) Charges for a land owner with freehold title and a land owner with emphyteutic title. **(5 Marks)**
- (ii) Prescription of rights in land-related matters. **(5 Marks)**

(Total 20 Marks)

QUESTION SEVEN

(a) Outline the consequences of non disclosure of material facts in a contract of insurance. **(6 Marks)**

(b) Define offer. **(2 Marks)**

(c) What are the essentials of a valid offer? **(8 Marks)**

(d) What are the remedies available to unpaid seller? **(4 Marks)**

(Total 20 Marks)

End of question paper

