



CERTIFIED PUBLIC ACCOUNTANT
FOUNDATION LEVEL 1 EXAMINATIONS
F1.2 INTRODUCTION TO LAW
DATE: WEDNESDAY, 25 AUGUST 2021

INSTRUCTIONS:

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

QUESTION ONE

(a) A name is a term used to identify a person in his/her social and legal life in exercising his/her rights and fulfilling his/her duties. In order for the name to achieve its objectives it must have a number of characteristics. **Explain all the characteristics of a name.** (6 Marks)

(b) **Explain the practical importance of domicile and residence under the law of family and persons.** (4 Marks)

(c) Ronald Nkusi is well known for his big four bulls nicknamed “Living Tractors” for they dig like tractors. Nkusi’s bulls are hired from time to time for the work of tilling land. On one particular Sunday Mugisha Fred borrowed the two pairs for four days and promised to return the bulls on the fifth day which was on Thursday. Having completed the work of digging on Wednesday evening he fed the bulls well that evening in anticipation of returning them to the owner the following day. Mugisha was very vigilant because cases of cattle rustling are very common in his area. Mugisha had cross checked on the bulls at 12.30 am and the bulls were soundly resting. He was awakened by the barking dogs at 1.30 am and upon checking, the bulls were not in the place where they were nor visible anywhere forcing him to sound alarm and waking up the neighbours to help him trace the bulls. The neighbours were very cooperative and they together sounded alarm and others started to follow any cow footsteps they would find. The bulls were in fact stolen that night. When the thieves Allan and Alex realized they are being pursued they panicked and left the bulls and tried to escape but they were arrested some four kilometres away from where they abandoned the four bulls by the neighbours. In the meantime, the bulls were busy feasting on the rare type of beans meant for export of a farmer named Alfred causing him a loss of over Frw 10 million.

Required:

Alfred wants to go to court in order to recover for the damages caused by the bulls over his beans but he is not sure who he should sue. As a student of Introduction to Law and well conversant with the law of torts, advise Alfred as to the person to be sued for the damage caused by the bulls. Provide reasons justifying your choice of the person or people responsible. (5 Marks)

(d) Umulisa Divine and Uwera Peace are neighbours at Remera. One day their children were playing in the nearby field and altercations arose among the two children of these neighbours. The child of Uwera reported to the mother on what transpired in the field and thus Uwera went to inquire from Umulisa who showed little interest and advised Uwera to keep off children’s misunderstandings. Uwera being unhappy with the response got annoyed and called Umulisa a prostitute who has no time to discipline her children.

Required:

(i) **Umulisa is contemplating to go to court but she does not know against which tort she will sue Uwera. Explain to Umulisa which the tort committed by Uwera is and whether she suffered any damages.** (2 Marks)

(ii) **Explain any three characteristics of reparable damage.**

(3 marks)

(Total: 20 Marks)

QUESTION TWO

(a) Two members of staff of Mount Kenya University namely, Isimbi Yvette and Ngabonziza Miriam while discharging their obligations as lecturers at the university developed some misunderstanding and their working relationship started to deteriorate and sometimes, they would quarrel in front of the students. This kind of behaviour is prohibited by the law and the university code of conduct, and it is punishable. As the Head of Department was planning to call for a disciplinary committee to look into the behaviour of the two a conflict arose, and they fought seriously which resulted in Ngabonziza Miriam being hospitalized. The Head of the Department is now confused on what to do. Can he go ahead with the disciplinary committee or the matter is beyond the university?

Required:

Explain to the Head of Department of Mount Kenya University on the sanctions available under law to deal with the above case. Justify with the help of examples, why such sanctions are to be imposed.

(7 Marks)

(b) Joseph Munyampeta and William Rukundo were once good friends and they always helped each other wherever there was need. There was this time when Rukundo's wife was hospitalized and required an emergency operation and for that to happen he was required to deposit five million Rwandan francs with the hospital but he personally had only two million Rwandan francs. He was forced to seek help from his good friend Munyampeta who indeed provided the outstanding balance of three million Rwandan francs and promised to repay back within a period of three months. Within those agreed three months Rukundo did not pay nor did he show signs of paying soon and this annoyed Munyampeta and they had to quarrel. Two years have passed since the operation took place and Munyampeta is not yet paid and he does not know what to do.

Required:

As a student of Introduction to Law kindly advise Munyampeta on the means he can use to recover this debt. With relevant examples explain to him the sanctions the law may impose to Rukundo for not paying back what was lent to him.

(5 Marks)

(c) The Law is not uniformly applied in the whole world. The world is divided into a number of jurisdictions and each jurisdiction applies different legal systems. **In line with this development explain any four major legal systems of the world explaining their origin and the principle governing each of them.**

(8 Marks)

(Total: 20 Marks)

QUESTION THREE

Byiringiro John and Uwintwali James are both business people. Byiringiro is engaged with the business of importing and exporting of goods while Uwintwali is a local supplier of goods in wholesale. The two have been transacting business for a long period of time and throughout all the time they have never had any dispute. In the month of February 2020, the two had entered into a contract of Frw 500,000 million for electronics. Byiringiro had placed an order of these electronics from Singapore and was expecting this consignment to be delivered by the end of March 2020 and therefore he had assured Uwintwali that by the beginning of April 2020, he will have the goods in his warehouse. Upon this promise Uwintwali accepted deposits for the goods that were to be delivered from his customers and thereby entering into a contract with them. Before the delivery of the electronics would take place, the Corona virus (Covid-19) gained momentum and many countries closed businesses and lockdowns were imposed almost in all countries and there was no way of shipping the goods from Singapore to Rwanda. Byiringiro and Uwintwali understand that there is nothing to be done because of the pandemic but the customers of Uwintwali appear not ready to understand and they are demanding that Uwintwali be held responsible for the breach of contract for non-delivery of the goods as per the contract entered between them.

Required:

(i) Uwintwali has approached you as a student of Introduction to Law for advice on how to handle his customers and to know whether if they proceed to court, they may succeed to have Uwintwali to pay them damages. In light of the Covid-19 development advise Uwintwali the position of the law of contract regarding the contract entered between himself and Byiringiro on one side and Uwintwali and his customers on the other side.

(10 Marks)

(ii) Explain the doctrine of frustration in relation to the case study above and explain with help of examples, events that can frustrate the contract.

(10 Marks)

(Total: 20 Marks)

QUESTION FOUR

Case study of Carlill and Carbolic Smoke Co

(a) In the late 1800s, it was quite common for businesses selling medical and pharmaceutical products to make outlandish promises about their products. Because there were no real restrictions on advertising, product or trading standards, retailers often promoted their products as ‘miracle cures’. In the early 1890s one English firm, the Carbolic Smoke Ball Company, advertised a device it claimed would “positively cure” a range of ailments, including influenza. So confident was the company making this claim that it promised a reward of £100, payable to anyone who used its products in the correct fashion but later contracted influenza. The Carbolic Smoke Ball Company’s ad promised that £1,000 had been deposited at a London bank as a sign of the company’s good faith.

In late 1891, Mrs Louisa Carlill purchased one of the Carbolic Smoke Balls. Following the instructions closely, Mrs Carlill used it three times daily for a period of two months. At the end of this period, she subsequently contracted influenza. Represented by her husband, a qualified solicitor, Mrs Carlill attempted to claim the £100 reward but the company ignored three of his letters. As a consequence, Mrs Carlill initiated legal action against the Carbolic Smoke Ball Company. Her lawyers argued the company had breached the terms of the advertisement – and thus its contract with customers.

(i) From the above case study explain whether the advertisement constituted an offer or an invitation to an offer. Justify your answer with a clear distinction between an offer and an invitation to an offer. (4 Marks)

(ii) Explain any four ways in which an offer can terminate. (4 Marks)

(b) Taylor v Caldwell (1863) 3 B&S 826

Caldwell agreed to let a music hall to Taylor so that four concerts could be held there. Before the date of the first concert, the hall was destroyed by fire. Taylor claimed damages for Caldwell's failure to make the premises available.

Required:

Explain whether Taylor's claim for damages can be sustained and how this contract has been discharged. (3 Marks)

(c) Gamco v ICM/Fair Warning (Agency) Ltd [1995] 1 WLR 1226

The plaintiffs, pop concert promoters, agreed to promote a concert to be held by the defendant group at a stadium in Spain. However, the stadium was found by engineers to be unsafe and the authorities banned its use and revoked the plaintiffs' permit to hold the concert. No alternative site was at that time available and the concert was cancelled. Both parties had incurred expenses in preparation for the concert; in particular the plaintiffs had paid the defendants \$412,500 on account.

Required:

Explain the manner in which this contract has been discharged and explain what happens with the expenses which had been incurred by both parties to the contract. (3 Marks)

(d) Tweddle V Atkinson (1861)

John Tweddle and William Guy agreed that they would pay a sum of money to Tweddle's son, William, who had married Guy's daughter. William Guy died without paying his share and William sued his late father – in-law's executor (Atkinson).

Required:

(i) Do you think this was a genuine consideration? Can William succeed in suing Atkinson? Justify your answer. (3 Marks)

(ii) "Consideration must be sufficient but need not be adequate" Explain this statement with the help of two examples. (3 Marks)

(Total: 20 Marks)

QUESTION FIVE

(a) Public law administers the relationship between the government and individuals. It comprises of standards governing the relationship between various branches of the government and rules administering the relationship between the government and people or private bodies.

Explain the three areas comprised by public law in Rwanda. (3 Marks)

(b) The private law is the body of law which governs the relationship between private individuals. Private law characterizes the rights and obligations of people and private bodies, in their relationship among them. **Explain any three areas comprised by private law in Rwanda.** (3 Marks)

(c) In principle, the law is compulsory. However, the intensity of the compulsoriness differs depending on the prohibitive rule or suppletive rule. **With the help of appropriate examples explain any four types of rules which are reputed to be prohibitive.** (4 Marks)

(d) Law, in its specific sense, is a set of rules of conduct prescribed by a controlling authority and which has a binding force. The phrase ‘prescribed by a controlling authority’ means that the controlling authority declares with authority that something should be done or should not be done or that a rule should be followed. Law having ‘a binding force’ means that the law is that which must be respected or complied with by citizens and where the people don’t abide by it, sanctions are attached. Sanctions which may be criminal, civil or disciplinary mean the penalties or punishments for someone who has done wrong or who has not respected the law. Having a character of a rule of conduct implies that it commands what is right and what is wrong.

Required:

Citing the above statement and with relevant examples explain the characteristics of law.

(10 Marks)

(Total: 20 Marks)

QUESTION SIX

(a) A contract is a binding agreement between two or more parties. The rights and obligations created by a contract apply only to the parties to the contract (i.e., those who agreed to them) and not to anyone else. **With relevant examples explain any four essential elements of a valid contract.** (8 Marks)

(b) Mohamed Anwar v. Marjaria and Others.

The plaintiff had purchased eleven second hand tractors and spares from the respondents. He signed a document that stated that the tractors were “seen and fully inspected on the description no other liability is taken whatsoever by the seller.” When the plaintiff went to collect the tractors two were missing and others had been stripped of their spare parts. Nevertheless, he removed the tractors on an undertaking that what was missing would be replaced. This was not done and the appellant stopped payment.

Required:

(i) Explain the position of law with regard to the above case study and confirm if the plaintiff has a case for the plaintiff. (4 Marks)

(ii) With relevant examples, explain any two factors which may lead to a breach of contract. (2 Marks)

(c) In a case, the Complainant was aggrieved by the inordinate delay caused in completion and possession of his flat booked with Unitech. The Complainant in the case had deposited the entire flat amount with Unitech and according to the Agreement the possession of the flat was assured by March 2009. However, the construction of the flat had not yet even started. Aggrieved by this, the Complainant prayed either for immediate delivery of the flat or a refund of the entire amount along with interest and litigation charges. In reply, Unitech contended that the delay was caused by force majeure (circumstances which was beyond its control). However, they did not demonstrate an unforeseeable cause which made them to accomplish their contractual obligation.

Required:

(i) Explain to the complainant whether the court will admit the plea of force majeure in the above case and state the remedies available to the complainant. (3 Marks)

(ii) With relevant examples, explain any three life situations which can be qualified as force majeure in a contract. (3 Marks)

(Total:20 Marks)

QUESTION SEVEN

(a) To kill a person is considered both immoral and unlawful and thus a contravention to both, but the killer shall be held responsible not for contravening moral law but breaking the law. Explain the relationship between the legal rules and the moral rule and demonstrate how one contributes to the other. (2 Marks)

(b) Gikondo Enterprise Ltd is a company owned by the Catholic Church. The company circulated an advertisement in the local daily newspaper for job opportunities in the company. The advert further indicated that those who shall apply should be strong catholic faithful individuals with recommendation letters from their respective local churches. Peter Musoni who was interested in the job opportunity but because he is a protestant feels the requirement of being a catholic is an affront to the Law regulating labour in Rwanda which prohibits employers from discriminating the employees on the basis of race, colour, religion, sex, etc. Musoni has taken the company to court for contravening the law.

Required:

Explain to Musoni the relevant court in which he will file his complaint and the relevant law applicable to his case." (2 Marks)

(c) Eric Mugabo travelled to his rural home in Nyagatare over the weekend and he spent some good hours at his home until he realized that it was becoming late, and he was supposed to be in Kigali before the curfew hours of 7.00 pm. For Mugabo to beat the curfew time he decided to drive at 100km/Hr instead of the recommended 60km/Hr. While approaching Rwamagana at a high speed, he hit a pedestrian crossing the road causing him serious and life-threatening injuries and thereafter many days of hospitalization. The family is contemplating of acting against Mugabo.

Required:

Explain to the family which class of law Mugabo has contravened and the legal remedies available to the family and the legal consequences for Mugabo. Provide reasons to justify your answer. (4 Marks)

(d) “The establishment of law in society is necessary to protect the rights of individuals and to ensure the good order, functioning and survival of the society. In fact, what the law is trying to do is to provide answers to the myriad of everyday problems that can arise in society. The solutions to such problems must accord with objectives that are judged by the community to be socially desirable”. **With the help of examples, explain any four means through which the law attempts to prevent and resolve conflicts in the society.** (6 Marks)

(e) International law is sometimes called the law of nations, and consists of rules governing the relations between states. The basic principles are recognition of the sovereign state, known as pacta sunt servanda (which means “Treaty obligations must be fulfilled in good faith). Public international law is the most well-known branch of international law which regulates legal relations between states and the manner in which international organizations operate. The term “International law” refers to three distinct disciplines.

Required:

With the help of examples, explain these three distinct disciplines of International Law (6 Marks)
(Total: 20 Marks)

End of question paper