
Answer any FIVE questions.

ALL questions carry equal marks.

QUESTION ONE
(a) With reference to the Sale of Goods Act, or the equivalent law on the sale of goods in your country:

(i) Explain the meaning of the rule “nemo dat quod non habet”. 

(ii) Discuss four exceptions to the rule in (a)(i) above.

(b) Allan Bora, the proprietor of Pesa House, placed a warning sign outside the entrance to the building that the floors of the premises were slippery. Brian Mbiyo, who was in a hurry to attend classes in the building, did not see the notice. As Brian Mbiyo was rushing to class, he slipped, fell and fractured his hand. Brian Mbiyo is now seeking compensation from Allan Bora.

Advise Allan Bora on his legal position.

(Total: 20 marks)

QUESTION TWO
(a) With reference to the law of agency:

(i) Distinguish between a “special agent” and a “general agent”.

(ii) Highlight five conditions which must be fulfilled for a principal to effectively ratify the acts of an agent.

(iii) Outline three obligations of an agent to the principal.

(b) (i) Summarise three basic principles of insurance.

(ii) Explain the meaning of the principle of double insurance.

(Total: 20 marks)

QUESTION THREE
(a) (i) Explain two differences between “hire-purchase sale” and “credit sale”.

(ii) Explain three duties of the hirer in a hire purchase agreement.

(b) Many clauses in a contract purport to exclude liability for injury, loss or damage.

Explain five rules which determine the effectiveness of such clauses.

(Total: 20 marks)
QUESTION FOUR
(a) With reference to the law of intellectual property, discuss four advantages of registering an industrial design. (8 marks)

(b) With regard to administrative law:
(i) Explain the term “separation of powers”. (2 marks)
(ii) Summarise three grounds upon which courts might interfere with the decisions of an administrative body. (6 marks)

(c) Describe the procedure of registering a primary society. (4 marks)

(Total: 20 marks)

QUESTION FIVE
(a) (i) List three functions of international treaties. (3 marks)
(ii) Outline five sources of international law. (5 marks)

(b) (i) Distinguish between “mediation” and “arbitration”. (4 marks)
(ii) Analyse four disadvantages of mediation over civil litigation. (8 marks)

(Total: 20 marks)

QUESTION SIX
(a) Milka Pendo and Joseph Karani are partners carrying on business in the name and style of Moja Enterprises. Joseph Karani has nevertheless set up a similar competing business while retaining his partnership in Moja Enterprises. Milka Pendo feels aggrieved and intends to expel Joseph Karani from Moja Enterprises. Analyse the legal principles applicable in the above case and advise Milka Pendo. (10 marks)

(b) Hannah Asahani has received a document in her office which she is unable to identify. The document is dated 1 October 2017, written in Nairobi and addressed to Hannah Asahani by Peris Tunda in the following words: “Ten days after sight, pay to my order Sh.20,000 for value received”. Required:
(i) State the name of the above document. (1 mark)
(ii) Identify the three parties, in legal terms, to the above document. (3 marks)
(iii) Highlight six essentials of the above document. (6 marks)

(Total: 20 marks)

QUESTION SEVEN
(a) Describe the jurisdiction of the Employment and Labour Relations Court (formerly the Industrial Court) in your country. (6 marks)

(b) With reference to the law of persons, distinguish a “corporation” from an “unincorporated association”. (8 marks)

(c) Highlight six reasons why the law is important in commercial transactions. (6 marks)

(Total: 20 marks)

Answer any FIVE questions.

QUESTION ONE
(a) Alex Kombo entered into a five year written lease agreement for office premises with Mercy Omagwa. After the end of the lease period, the parties agreed that Mercy Omagwa would continue occupying the office premises for another five years. On that basis, Mercy Omagwa made extensive renovations to the office premises. She installed new carpets, painted the premises and put in a new heating system.

Alex Kombo later changed his mind and told Mercy Omagwa to vacate the office premises claiming that the lease agreement has expired.

With specific reference to promissory estoppel in the law of contract, advise Mercy Omagwa on her legal rights.

(b) Describe five grounds upon which a patent registration might be revoked.

(10 marks)

(10 marks)

(Total: 20 marks)

QUESTION TWO
(a) With reference to the law on the sale of goods:

(i) Highlight two purposes of Incoterms.

(ii) Outline three duties of the seller under delivered at place (DAP) contracts of sale.

(iii) Describe five salient features of “price” in a sale of goods contract.

(b) Explain three conditions that should be fulfilled for agency by necessity to arise.

Identify two circumstances when an agency relationship might come to an end by an act of the parties.

(4 marks)

(4 marks)

(10 marks)

(Total: 20 marks)

QUESTION THREE
(a) With reference to negotiable instruments:

(i) Highlight four types of endorsements that could be used on a bill of exchange.

(ii) Summarise three ways through which a bill of exchange might be discharged.

(b) Describe four purposes of law.

(c) One of the remedies available on breach of contract is action for specific performance. However, there are cases when the remedy might or might not be granted.

With reference to the above statement, identify three cases when specific performance might be granted and three cases when it might not be granted.

(4 marks)

(6 marks)

(6 marks)

(10 marks)

(Total: 20 marks)
QUESTION FOUR
(a) (i) Outline four types of partnerships. (4 marks)
(ii) Explain three types of disclosures that the partners in a partnership must make. (6 marks)
(b) Discuss five circumstances under which the High Court might set aside an arbitral award. (10 marks)
(Total: 20 marks)

QUESTION FIVE
(a) State four ways through which the independence of the judiciary might be actualised. (4 marks)
(b) Explain three advantages of the doctrine of separation of powers. (6 marks)
(c) Highlight three disadvantages of case law as a source of law. (6 marks)
(d) During legislation, a bill might either undergo assent or referral. Summarise the process of Presidential assent. (4 marks)
(Total: 20 marks)

QUESTION SIX
(a) Agnes Pure purchased a sewing machine from High Hopes Limited under a hire purchase agreement. High Hopes Limited did not disclose to Agnes Pure that the sewing machine was being let on second hand basis as it had been repossessed from another hirer. Agnes Pure took possession of the sewing machine but on reaching home, she realised that it was not in working condition. When Agnes Pure read the terms of the hire purchase again, she discovered that High Hopes Limited had exempted themselves from any liability whatsoever.

Analyse the legal principles applicable in the above case and advise Agnes Pure who intends to sue High Hopes Limited. (10 marks)
(b) Explain three conditions that must exist in order for a plaintiff to maintain an action for negligence. (6 marks)
(c) Describe two defences available to a person who is being sued for nuisance. (4 marks)
(Total: 20 marks)

QUESTION SEVEN
(a) With specific reference to the contract of insurance:
(i) Highlight six essentials of an insurance contract. (6 marks)
(ii) State four types of marine insurance policies. (4 marks)
(b) Explain two instances when the guarantor will not be held liable on the principal debt. (4 marks)
(c) Describe the composition and jurisdiction of the Environment and Land Court. (6 marks)
(Total: 20 marks)
KASNEB
CPA PART I SECTION 1
CS PART I SECTION 1
CCP PART I SECTION 1
COMMERCIAL LAW


Answer any FIVE questions.

QUESTION ONE
(a) Explain three rules courts apply in the interpretation of statutes. (6 marks)
(b) Describe three rules governing the liability of a retiring partner in the law of partnerships. (6 marks)
(c) With reference to natural justice, highlight eight rights of an accused person in criminal proceedings. (8 marks)
(Total: 20 marks)

QUESTION TWO
(a) Sarah Ambuso and Haggah Mbome are business ladies whose offices are adjacent to each other. Recently, Sarah Ambuso accused Haggah Mbome of using magic in order to divert her customers to Haggah Mbome’s office. Immediately thereafter, Sarah Ambuso wrote and distributed several leaflets to the occupants of neighbouring offices in which she accused Haggah Mbome of being a devil worshipper. Haggah Mbome feels aggrieved and intends to sue Sarah Ambuso.

Analyse the legal principles applicable in the above case and advise Haggah Mbome. (10 marks)
(b) Identify ten fiduciary duties imposed on an agent when acting primarily on behalf of a principal. (10 marks)
(Total: 20 marks)

QUESTION THREE
(a) Summarise four ways in which a contract might be discharged by operation of the law. (6 marks)
(b) Explain three advantages of statutes as a source of law. (6 marks)
(c) Distinguish between “civil law” and “criminal law” on the basis of the following aspects:
   (i) The parties. (4 marks)
   (ii) The burden of proof. (2 marks)
(Total: 20 marks)

QUESTION FOUR
(a) Discuss five circumstances under which a non-owner of goods might pass a valid title to the buyer in a sale of goods contract. (10 marks)
(b) In relation to the law of property:
   (i) Highlight four elements of a patentable invention. (4 marks)
   (ii) Explain three types of property in land. (6 marks)
(Total: 20 marks)

QUESTION FIVE
(a) Summarise four ways through which a person might lose citizenship in your country. (8 marks)
(b) With reference to the court structure in your country, outline the hierarchy of the magistrate’s courts. (4 marks)
(c) Describe four roles of the Attorney General in your country. (8 marks)
(Total: 20 marks)

CA12, CS12 & CP12 Page 1
Out of 2
QUESTION SIX
(a) Explain three duties of a bailee in a bailment. (6 marks)
(b)' Identify four legal consequences of non-registration of a hire purchase agreement. (4 marks)
(c) With reference to the law of insurance:
(i) Describe three grounds upon which the duty of disclosure is justified. (6 marks)
(ii) Identify two principles of insurance that support the main principle of subrogation. (4 marks)
(Total: 20 marks)

QUESTION SEVEN
(a) Discuss the advantages and disadvantages of negotiation as a form of alternative dispute resolution. (10 marks)
(b) Explain five circumstances when the authority of a banker to pay a cheque drawn on his bank is terminated. (10 marks)
(Total: 20 marks)
KASNEB
CPA PART 1 SECTION 1
CS PART 1 SECTION 1
CCP PART 1 SECTION 1
COMMERCIAL LAW

MONDAY: 23 May 2016.

Answer any FIVE questions.

QUESTION ONE
(a) In relation to the sources of law:

(i) Explain the meaning of the term “common law”.

(ii) State four characteristics that a custom under African customary law should satisfy to be enforceable.

(iii) Describe two types of judicial precedents.

(b) Discuss four grounds of an application for judicial review.

(Total: 20 marks)

QUESTION TWO
(a) Damages are a common law remedy awarded in tort and are intended as compensation for a plaintiff’s loss.

In relation to the above statement, describe five categories of damages available to a plaintiff.

(b) In relation to the court system in your country:

(i) State five superior courts.

(ii) Explain the composition and jurisdiction of the Kadhi’s court.

(Total: 20 marks)

QUESTION THREE
(a) Moses Mugo and Joshua Wafuku are interested in venturing into business.

Required:

Advise them on three advantages of an artificial person over an unincorporated person.

(b) Explain four essential elements of an enforceable contract.

(c) Identify three types of rights that a surety could enforce against a creditor in a contract of guarantee.

(Total: 20 marks)

QUESTION FOUR
(a) With reference to settlement of disputes through commercial arbitration, summarise the form and content of an arbitral award.

(b) With reference to negotiable instruments, highlight the conditions that a person must satisfy in order to qualify as a holder in due course.

(c) Explain three duties of a bank to its customers.

(Total: 20 marks)

CA12, CS12 & CP12 Page 1
Out of 2
QUESTION FIVE
(a) Discuss four remedies available to a buyer in case a seller breaches a contract of sale of goods. (8 marks)
(b) Distinguish in three ways between a “hire purchase agreement” and a “conditional sale agreement”. (6 marks)
(c) Describe three conditions necessary for a valid ratification in the law of agency. (6 marks)
(Total: 20 marks)

QUESTION SIX
(a) Explain five rules that govern distribution of losses and assets upon dissolution of a partnership. (10 marks)
(b) With reference to the law of insurance:
(i) Distinguish between “perils” and “hazards”. (2 marks)
(ii) Discuss four elements that an insurable risk ought to possess. (8 marks)
(Total: 20 marks)

QUESTION SEVEN
(a) With reference to the law of property, explain two characteristics of a plant breeder’s patent. (4 marks)
(b) Explain the differences between “criminal law” and “civil law”. (6 marks)
(c) Describe five remedies of a principal for an agent’s breach of duty. (10 marks)
(Total: 20 marks)
FRIDAY: 20 November 2015.

Answer any FIVE questions.

QUESTION ONE
(a) Explain five main branches of civil law.
(b) Justify the need for delegated legislation.

QUESTION TWO
(a) Explain five rights of an agent.
(b) Outline ten contents of a partnership deed.

QUESTION THREE
(a) Discuss five remedies available whenever there is a breach of contract.
(b) Explain two ways in which independence of the judiciary is attained.
(c) Describe the role of the three arms of government as envisaged in the doctrine of separation of powers.

QUESTION FOUR
(a) With specific reference to sale of goods contract:
   (i) Explain two implied warranties.
   (ii) Identify four essential characteristics of a sale of goods contract.
(b) Summarise six ways in which a lease agreement might be terminated.

QUESTION FIVE
(a) Identify three consequences of not registering a hire purchase agreement.
(b) Distinguish between “Hire purchase” and “Credit sale”.
(c) Discuss four circumstances under which a guarantor would be discharged.

QUESTION SIX
(a) With reference to the law of insurance, explain four grounds upon which the duty of disclosure is justified.
(b) Describe four ways through which a bill of exchange could be discharged.
(c) State two differences between a “Cheque” and a “Bill of exchange”.

Time Allowed: 3 hours.
ALL questions carry equal marks.
QUESTION SEVEN
(a) State seven principles that guide co-operative societies. (7 marks)
(b) Outline five rights of a member of a co-operative society. (5 marks)
(c) Explain four ways through which an occupier could guard against liability for independent contractors. (8 marks)
(Total: 20 marks)
KASNEB
CPA PART I SECTION 1
CS PART I SECTION 1
CCP PART I SECTION 1
COMMERCIAL LAW
PILOT PAPER

September 2015.

Time Allowed: 3 hours.

Answer any FIVE questions.

ALL questions carry equal marks.

QUESTION ONE
(a) Explain three branches of public law. (6 marks)

(b) Describe the procedure to be followed when the President declines to assent to a bill passed by parliament. (8 marks)

(c) Explain the doctrine of independence of the judiciary. (6 marks)

(Total: 20 marks)

QUESTION TWO
(a) Highlight four principles that guide the courts in exercising judicial authority. (8 marks)

(b) Explain three categories of cooperative societies. (6 marks)

(c) State three rights available to a person who agrees to be answerable for the, default or miscarriage of another party. (6 marks)

(Total: 20 marks)

QUESTION THREE
(a) List four grounds that might lead to rejection of an application to register a trademark. (4 marks)

(b) Where a mortgagor defaults in repayment of the mortgage, the mortgagor has a right to appoint a receiver to realise the assets of the mortgagor.

Highlight the order of priority of payments by the receiver. (8 marks)

(c) (i) State the Rule in Rylands v Fletcher. (2 marks)

(ii) Explain three defences to the rule in c (i) above. (6 marks)

(Total: 20 marks)

QUESTION FOUR
(a) The parties to a contract must precisely perform their obligations on the contract otherwise the contract shall not be discharged.

Highlight four exceptions to the general rule of precise performance. (8 marks)

(b) Explain four implied provisions in arbitration agreements. (4 marks)

(c) In relation to partnership law, explain the liability of the following partners:

(i) Incoming partner. (2 marks)

(ii) Infant partner. (2 marks)

(iii) Outgoing partner. (4 marks)

(Total: 20 marks)

CA12, CS12 & CP12 Pilot Paper Page 1 Out of 2
QUESTION FIVE
(a) (i) Distinguish between “actual authority” and “ostensible authority” of an agent. (2 marks)
   (ii) An agent must not delegate powers that have been delegated to him. (2 marks)

   Explain four exceptions to this rule. (4 marks)

(b) (i) Highlight two differences between “law of tort” and “law of contract”. (4 marks)
   (ii) Explain three provisions of the limitation of actions Act in relation to contracts. (6 marks)

(c) State four remedies that might be granted by the High Court in the enforcement of the fundamental rights and freedoms of an individual. (4 marks)

(Total: 20 marks)

QUESTION SIX
(a) In relation to sale of goods, explain four rules relating to auction sales. (8 marks)

(b) Describe three obligations of a hirer who terminates a hire purchase agreement before payment of the full hire purchase price. (6 marks)

(c) Mpole drew a bill of exchange for Sh.50,000 payable to Hussein for goods supplied. Hussein endorsed the bill to Stella for money owed to Stella. Stella endorsed the bill to her friend Asha as a gift. Asha presented the bill for payment but it was dishonoured.

Advise Asha as to the person she might sue on the bill. (6 marks)

(Total: 20 marks)

QUESTION SEVEN
(a) (i) Distinguish between “assurance” and “insurance”. (2 marks)
   (ii) In every contract of insurance, the insured has a duty to disclose all material information to the insurer at the time of taking out the policy of insurance.

   Explain the information that need not be disclosed. (4 marks)

(b) Highlight three differences between possession and ownership of land. (6 marks)

(c) In relation to the law of agency, explain the following:
   (i) Del credere agent. (2 marks)
   (ii) Factor agent. (2 marks)
   (iii) Two circumstances when the principal is not allowed to unilaterally terminate an agency contract. (4 marks)

(Total: 20 marks)
KASNEB
INTRODUCTION TO LAW

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Friday: 22 May 2015
Time Allowed: 3 Hours
Answer any Five questions.
All questions carry equal marks

Question one

a) Define the term ″invitation to treat″ (2 marks)

i) Explain four types of invitation to treat (8 marks)

b) Discuss five valid essentials of a contract (10 marks)

(Total 20 marks) Question two

a) In relation to the law governing sale of goods, describe five rules which govern transfer of property in goods. (10 marks)

b) In relation to the criminal law in your country outline five rights of an arrested person (5 marks)

c) Identify any five national values as envisaged by the constitution in your country (5 marks)

(Total 20 marks) Question three

a) Discuss eight advantages of litigation that have led to the increase in use of alternative dispute resolution systems (8 marks)

b) Nathan Hongera and his wife Jamila Hongera were registered as joint tenants of a parcel of land. Nathan Hongera died two months ago, and Jamila Hongera intends to charge the land as security to Tusaidiane Bank. However, her son, Peter Hongera has objected by claiming that he is entitled to half share of his deceased father’s land.

Analyse the legal principles applicable in the above case and advise Jamila Hongera who intends to obtain a court injunction against Peter Hongera. (12 marks)

(Total marks 20) Question four

a) Acceptance of bill of exchange could either be general or qualified.

Identify four examples of qualified acceptance of a bill of exchange. (4 marks)

b) Summarise three exceptions laid down in Tournier V. National Provincial and Union Bank of England (1924), regarding the duties of non-disclosure concerning its customers’ affairs. (6 marks)

c) With specific reference to public procurement and disposal law in your country.

i. List six examples of public entities (6 marks)

ii. Outline four instances under which direct procurement might be used (4 marks)

(Total 20 marks) Question five

a) Discuss three circumstances under which citizenship might be revoked under the following headings

i. If a person acquired citizenship by registration (6 marks)

ii. If a person acquired citizenship by birth (6 marks)

b) With specific reference to the court structure in your country

i. List four superior courts (4 marks)
Outline two qualifications that a person must possess in order to qualify for appointment as a judge of superior court (4marks)

(Total 20 marks)

Question six

a) Discuss four main ingredients of defamation that must be proved in order to maintain an action. (8marks)

b) Explain six ways through which an agency relationship might be terminated. (12marks)

(Total 20 marks)

Question seven

a) For hire purchase agreement to be enforceable, it must contain certain requirements. With reference to the above statement, explain these requirements (8marks)

b) Express the meaning of the following terms as used in the law of insurance
   i. Third party insurance (2marks)
   ii. Average clause (2marks)
   iii. Surrender value (2marks)

c) Isaka Ashoka has an account with Tahidi Bank which he has been operating in a very unsatisfactory manner. He is fond of countermanding payment of his cheques whenever there are insufficient funds to honour of payment. Tahidi Bank has mistakenly ignored Isaka Ashok's stop notice and returned his cheques with remarks "refer to drawer". Analyse the relevant principle applicable in the above case, and advise Isaka Ashok who intends to sue Tahidi Bank. (6 marks)
KASNEB
LAW

May 23rd 2014

Time allowed: 3 hours

QUESTION ONE

a) Define the term "law" (2 marks)

b) Outline four purposes of law in the society (8 marks)

c) A party making an application to the high court to set aside an arbitral award must furnish proof of certain matters.

With reference to the above statement describe the proof that the party must furnish (10 marks)

(Total 20 marks)

QUESTION TWO

a) Where goods have been let under a hire-purchase agreement and two thirds of the hire-purchase price has been paid, the owner shall not enforce any right to recover possession of the goods from the hirer otherwise than suit.

Explain three consequences of contravention of the above provision by the owner. (6 marks)

b) Describe three exceptions to implied agency (6 marks)

c) Discuss four circumstances under which the government might not be held liable in tort (8 marks)

(Total 20 marks)

QUESTION THREE

a) Beatie Osolika took a fidelity medical policy with Hope Insurance Company Ltd. While completing the proposal form, Beatie Osolika answered in the affirmative a question by the insurance company asking, "are you pregnant?". Four months later, Beatie Osolika was admitted to the insurance company designated hospital where it was established that Beatie Osolika was a man and he had never been pregnant. Hope Insurance Ltd has since refused to settle Beatie Osolika's medical bill, and Beatie Osolika intends to sue Hope Insurance Company Ltd for payment.

Analyse the legal principle applicable in the above case and advise Beatie Osolika. (10 marks)

b) In relation to public procurement, highlight three contents of an invitation to tender. (6 marks)

c) Outline four advantages of registering an "invention" in the context of intellectual property (4 marks)

(Total 20 marks)

QUESTION FOUR

a) Jasmin Mrongo, an accounts clerk at Cautious Company Ltd, prepared a cheque for Peter Kraft's signature. Peter Kraft was not a duly authorized signatory of Cautious Company Ltd. The amount on the cheque appeared in figures as sh.5,000 but was not written in words. Peter Kraft signed the cheque and gave it to Jasmin Mrongo who secretly altered the amount to read sh.95,000 and also wrote "ninety five thousand shillings" in words. Jasmine Mrongo then encashed the cheque at Mzalendo Bank, the company's bank. Jasmin Mrongo gave Peter Kraft sh.5,000 and retained sh.90,000 which she used to purchased a plot. Cautious Company Ltd has discovered the above facts and intends to sue Mzalendo Bank for negligence.

Analyse the legal principles applicable in the above case and advice Cautious Company Ltd (10 marks)

b) An agent should not make secret profit out of his agency except his remuneration.

Describe five consequences of breach of this duty. (5 marks)

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c) Explain five remedies which high court might award a party whose fundamental rights and freedoms have been infringed upon. (5 marks) (Total 20 marks)

QUESTION FIVE
a) Describe four rules used by courts in interpretation of statutes (8 marks)
b) Discuss three types of trespasses (6 marks)
c) Explain two defences for each of the trespasses discussed in (b) above. (6 marks) (Total 20 marks)

QUESTION SIX
a) David Kama wrote to Lotha Muwe offering to sell his home. In the letter, David Kama advised Lotha Muwe to inform his (Lotha Muwe's) wife, Nicole Nyambura, about his acceptance or rejection of the offer.
Lotha Muwe wrote to David Kama accepting the offer without informing Nicole Nyambura.
Explain whether an agreement exists between David Kama and Lotha Nyambura. (8 marks)
b) Describe three conditions implied in a contract for sale by sample. (6 marks)
c) Summarise three rules governing a sale by auction. (6 marks) (Total 20 marks)

QUESTION SEVEN
a) Discuss the circumstances under which the court might order dissolution of a partnership. (10 marks)
b) With specific reference to trade unions:
   i. Define a trade union. (2 marks)
   ii. Distinguish between "strike" and "trade dispute". (4 marks)
   iii. Highlight four rights of a trade union member. (4 marks) (Total 20 marks)
NOVEMBER 2012

QUESTION ONE
   a) One of the most significant shortcomings of common law that led to the development of equity was inadequate remedies. As result, many would be plaintiffs were left out, however, equity increased the remedies.

   With reference to the above statement, discuss five equitable remedies. (10 marks)

   b) Explain two ways through which the seller's right of "stoppage in transitu" could be exercised (4 marks)

   c) In relation to the law of contracts, describe three mistakes that render a contract void (6 marks)

   (Total: 20 marks)

QUESTION TWO
   a) Outline four ways in which constitutions might be classified (4 marks)

   b) Explain three rules of natural justice (6 marks)

   c) Peter Matu, who is 80 years old, is a partner in a manufacturing firm. He intends to transfer his shares to his daughter Mary Kinga but he does not know the rights of an assignee in a partnership. Advise Peter Matu on the rights and obligations that Mary Kinga would accrue as an assignee (10 marks)

   (Total: 20 marks)

QUESTION THREE
   a) The general rule that "for a contract to be discharged by performance, the performance must be precise and exact" was modified by exceptions to mitigate its harshness. Discuss five exceptions to this general rule (10 marks)

   b) In relation to negotiable instruments:
      i. Define the term "qualified acceptance" (2 marks)
      ii. Highlight four forms of qualified acceptance (8 marks)

   (Total: 20 marks)

QUESTION FOUR
   a) Discuss the doctrine of "caveat emptor", as used in the context of the law governing sale of goods (8 marks)

   b) Joshua Kerabu requested Grace Kwambo to sell two laptops on his behalf at a price of not less than sh. 40,000 each. Joshua Kerabu promised to pay Grace Kwambo an agreed commission of 5% on every sale. Grace Kwambo bought one of the laptops and gave Joshua Kerabu sh. 40,000 but did not inform him that she was the buyer. Grace Kwambo sold another laptop to Clemencia Musyi at a price of 50,000 and gave Joshua Kerabu only Sh. 40,000. Joshua Kerabu has come to learn about Grace Kwambo's dealings.

      Explain the legal principle applicable in the above case and advise Joshua Kerabu on his legal rights (12 marks)

   (Total: 20 marks)

QUESTION FIVE
   a) In relation to the law of tort, explain the following:
      i. Damnum sine injuria (2 marks)
      ii. Negligence (4 marks)

   b) Explain three interests in land created by the law of property (6 marks)
c) Lena Zola contracted Mariene Kamonya, a musician, to perform during a talent music award. Two days before the much awaited event, Mariene Kamonya contracted a severe bout of malaria and was hospitalized. She was therefore unable to perform at the award. Lena Zola is aggrieved as she had already paid a deposit to Mariene Kamonya.

Advise Lena Zola

(8 marks)

(Total: 20 marks)

QUESTION SIX

a) Distinguish between the following set terms:
   i. "Reinsurance and double insurance"  (2 marks)
   ii. "Insurance and assurance"  (2 marks)

b) Explain four categories of insurance covers.  (8 marks)

c) Explain the information that must be contained in the written memorandum of hire purchase agreement, for the agreement to be enforceable.  (8 marks)

(Total: 20 marks)

QUESTION SEVEN

a) Distinguish between "contract" and "tort"  (8 marks)

b) Explain four reasons why a judge in the High Court would issue the writ of certiorari.  (8 marks)

(4 marks)

(4 marks)

(8 marks)

(Total: 20 marks)

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November 2011

QUESTION ONE

a) Distinguish between public law and private law. (4 marks)

b) In relation to the sources of law, explain the following:
   i. The inadequacies of common law that resulted in the development of the principles and doctrines of equity as a complimentary source of law (6 marks)
   ii. Supremacy of the Constitution (4 marks)

c) Highlight three remedies available in civil actions. (6 marks)

QUESTION TWO

a) Explain the jurisdiction of the land Disputes Tribunal. (4 marks)

b) Discuss the concept of "rule of law" (8 marks)

c) Explain the conditions necessary for the remedy of "mandamus" to apply. (8 marks)

QUESTION THREE

In relation to the Sale of Goods Act:

a) Discuss the maxim "nemo dat quod non habet" (4 marks)

b) Highlight two important principles of the maxim referred to in (a) (i) above. (4 marks)

c) Outline the exceptions to the maxim referred to in (a) (i) above. (6 marks)

d) Briefly explain three uses of a bill of exchange. (6 marks)

QUESTION FOUR

a) In relation to the law of property, distinguish between tenure and estate. (6 marks)

b) Outline three objectives of registering patents. (6 marks)

c) In relation to the law governing partnerships, explain the legal position in each of the following cases:
   i. The liability of the firm in torts committed by one partner. (4 marks)
   ii. The liability of an individual partner for the liabilities of the firm (4 marks)

QUESTION FIVE

a) With the aid of an example for each, distinguish between:
   i. Duress and undue influence (6 marks)
   ii. Void and voidable contracts (6 marks)

b) With the aid of a decided case, discuss the equitable doctrine of promissory estoppels. (8 marks)

QUESTION SIX

a) The Hire Purchase Act implies some terms some terms in every hire purchase agreement. One of these terms is merchantability. This is a condition that the goods are of merchantable quality unless they are second hand. There are however some instances when this condition may be dispensed with. Outline two of the instances when merchantability may be dispensed with. (4 marks)

b) i. In relation to the Law of Torts, explain the rule "Res Ipsi Loquitur" (4 marks)
   ii. Roy Keen recently bought the car of his dreams, a BMW X 6 models. In a bid to show his friends how fast the car was, Roy Keen dashed off at a speed of one hundred kilometers per hour within the estate. The car lost control and crashed into a school van carrying pupils killing three of them on the spot. Roy Keen also perished in the accident. The parents of the three deceased pupils intend to sue the administrators of Roy Keen’s estate. Required:
Identify the legal principles applicable in the above case and advise the parents of the deceased pupils. (10 marks)

QUESTION SEVEN

a) Where the assured is so situated that the happening of the event of which the insurance money is to become payable would, as a proximate cause, involve the assured in the loss or diminution of any right recognized by law, or in any legal liability, there is an insurable interest in the happening of that event to the event of the possible loss or liability. Describe six classes of persons who are deemed to have an insurable interest in a subject matter of insurance. (12 marks)

b) Explain four ways in which an agency relationship would be terminated by action of the parties. (8 marks)