



# KISII UNIVERSITY

## UNIVERSITY EXAMINATIONS FIRST YEAR EXAMINATION FOR THE AWARD OF THE DIPLOMA IN LAW SECOND SEMESTER, 2021/2022 (FEBRUARY – JUNE, 2022)

### DLAW 0124: COMMERCIAL LAW I

**STREAM: DLAW 1 S2**

**TIME: 2 HOURS**

**DAY: FRIDAY, 12:00 – 2:00 P.M.**

**DATE: 27/05/2022**

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#### **INSTRUCTIONS**

- 1. Do not write anything on this question paper.***
- 2. Answer Question ONE [Compulsory] and any other TWO Questions.***
- 3. Illustrate your answer with relevant cases and statutory provisions where applicable.***

#### **QUESTION ONE**

- (a) Define and outline the main exceptions to the doctrine of *Nemo dat quod non habet*. **(10 marks)**
- (b) State and explain duties of an agent to principal. **(5 marks)**
- (c) Describe the remedies available in breach of sale by hire purchase. **(5 marks)**
- (d) Illustrate the rights of seller and buyer in a hire purchase agreement. **(10 marks)**

## QUESTION TWO

- a) Describe in detail legal resources that are available to the unpaid seller to secure him/her against the defaulting buyer. **(10 marks)**
- b) The Sale of goods Act implies both conditional and warranties in a contract of Sale of goods unless a different intention appears, discuss. **(10 marks)**

## QUESTION THREE

- a) Distinguish between general and special agent and the different between a broker and mercantile agent. **(8 marks)**
- b) Discuss the rules that relate to the passage of property and the risk therein. **(8 marks)**
- c) Distinguish between a Sale and Agreement to sell in relation to the main types of goods. **(4marks)**

## QUESTION FOUR

- a) Discuss sufficiently the hirer's rights to cancel and terminate a hire purchase. **(8 marks)**
- b) State and explain the circumstances in which an agent may delegate the performance of his duties. **(8 marks)**
- c) Explain the various ways in which goods may be delivered to a buyer. **(4 marks)**

## QUESTION FIVE

- (a) List and explain the different ways in which agency relationship may arise. **(8 marks)**
- (b) In relation to the Sale of Goods Act, explain the circumstances when a buyer may reject the goods and repudiate the contract. **(6 marks)**
- (c) Explain the meaning of *Res extincta* in relation to types of goods and Sale and Agreement to sell. **(6 marks)**