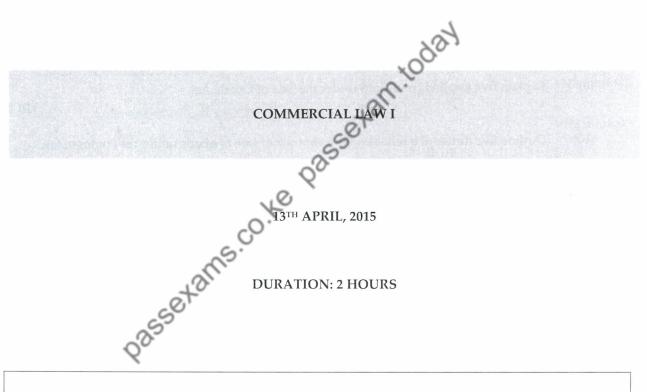
THE KENYA SCHOOL OF LAW



DIPLOMA IN LAW (PARA-LEGAL STUDIES)

1ST YEAR TERM III EXAMINATION



Instructions to Candidates

- (a) Answer Question **ONE** and **ANY OTHER THREE** Questions
- (b) Question ONE carries **25 Marks**
- (c) All other questions carry **15 Marks** each

PLEASE TURN OVER

Question One:

(a) Discuss what you understand by the term Nemo Dat Quod Non Habet, and outline any eight exceptions to the rule. (10 marks) Explain the circumstances under which agency relationship can be created by estoppel. (b) (7 marks) Discuss what you understand by the following terms in relation to hire purchase law in Kenya: (c)Credit Sale (i) (2 marks) (ii) Conditional Sale (2 marks) (iii) Non est factum (2 marks) Loan of goods (iv) (2 marks) **Question Two:** Explain five implied conditions under the Sale of Goods Act. (a) (10 Marks) Outline five duties of a seller under a contract of sale of goods under the common law. (b) (5 marks) **Question Three:** Discuss the remedies available to an agent under a contract of agency. (a) (8 marks) Discuss succinctly any seven ways in which a contract of agency can be terminated. (b) (7 marks) **Question Four:** Describe the remedies the buyer can pursue in cases where the seller has breached his obligation (a) under contract of sale of goods. (8 Marks) (b) Discuss domestic agency of necessity as understood under the law of agency. (7 marks) **Question Five:**

- (a) Define "Hire Purchase Agreement".
- (b) Discuss any five circumstances under which agency by presumption or cohabitation cannot arise under the common law.

(5 marks)

(2 marks)

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