



JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY
SCHOOL OF BUSINESS & ECONOMICS
UNIVERSITY EXAMINATION FOR THE DEGREE OF BACHELOR OF BUSINESS
ADMINISTRATION (BBA With IT) FOR
FIRST YEAR SEMESTER TWO ACADEMIC YEAR 2018/2019
KISUMU CAMPUS – PART-TIME

COURSE CODE: ABA 106

COURSE TITLE: BUSINESS LAW I

EXAM VENUE:

DATE: 12/08/19

EXAM SESSION: 9.00 – 11.00AM

DURATION: 2 HOURS

INSTRUCTIONS

- 1. Answer QUESTION ONE and any other TWO questions**
- 2. Candidates are advised not to write on the question paper**
- 3. Candidates must hand in their answer booklets to the invigilator while in the examination room**

QUESTION ONE

- a. The doctrine of equity remains a source of Law in Kenya, explain its application in the Republic of Kenya. (10 Marks)
- b. Describe the composition and the jurisdiction of the following
 - i. Supreme court
 - ii. Court of appeal
 - iii. High court
 - iv. Chief magistrate court (10 Marks)
- c. What is a tort? Is privity necessary to support an action in tort? (10 Marks)

QUESTION TWO

Explain the main forms of delegated legislation,

- a) What forms of control (if any) over delegated legislation are exercised by the court (10 Marks)
- b) Explain the differences between equitable remedies and common Law (statute) Remedies (10 Marks)

QUESTION THREE

- a) What are the essential elements of a valid contract (10 Marks)
- b) Onyango writes a letter which was defamatory in nature referring to Kamau as a thief who helped steal an election in Kenya. Mutiso steals the letter, shows the letter to Kamau's employer who promptly dismisses Kamau from employment. Can Kamau sue Onyango for libel? Explain (10 Marks)

QUESTION FOUR

- a) State the decision in Rylands versus Fletcher and explain the importance of this decision (10 Marks)
- b) Under what circumstances if any a person can be bound to repay money to another person in the absence of a contract or agreement between the parties. (10 Marks)

QUESTION FIVE

Explain the following

- a) Voidable contract
- b) Res- ipso loquitor
- c) Breach of contract
- d) Injuria sine damnum (20 Marks)