

2002金融英语证书中级法律真题金融英语考试 PDF转换可能丢失图片或格式，建议阅读原文

https://www.100test.com/kao_ti2020/567/2021_2022_2002_E9_87_91_E8_9E_8D_c92_567900.htm Introduction To Law June 2002
Section one Question 1 Answer all questions below. Do not write more than 20 words on each sentence.
1.1 Explain what is an offer. (4 marks)
1.2 Name the 2 types of undue influence. (2 marks)
1.3 In the agreement (an offer and acceptance), what must be certain. (1 mark)
1.4 What is the difference between a condition and a warranty and their consequence to the validity of a contract. (4 marks)
1.5 Give any two examples of strict liability. (2 marks)
1.6 Give any 3 characteristics of a negotiable instrument. (3 marks)
1.7 What is meant by “ good faith ” . (1 mark)
1.8 What type of indorsement is the following: (1 mark) “ pay to the order of Bank of China for collection Signed by Li Rong sang ”
1.9 Name 2 types of crossing of a cheque under the Bill of Exchange Ordinance. (2 marks)
Section two Answer any four questions out of the seven questions (2----8) below only. Each question carries 20 marks.
Question 2 Answer all questions below. Read the following statements, state whether they are True(T) or False(F). If it is a false statement, try to rewrite a correct version to illustrate your answers.
2.1 All contracts made by persons of unsound mind are void.
2.2 Liability in tort may be terminated by death.
2.3 The rule of acceptance is applicable to cheque.
2.4 An account holder has a duty to inspect the monthly statement of account sent by his bank to him.
2.5 There is a general presumption that in domestic case, all parties intend to enter into a

legally binding contract. 2.6 The most important element of “ possession ” in property law is physical control over a thing. 2.7 A drawee of a cheque is the person who writes and signs the cheque. 2.8 A director of a corporation is vicariously liable for the torts committed by the corporation. 2.9 A letter of intent is not legally enforceable. 2.10 A bill payable to a fictitious person is not a bill. 2.11 A right in rem in the law of property is the right against a particular person.

Question 3 Chen Da Wen and Zheng Rong Lin are having a discussion. Chen says that a bank note is a bill of exchange but Zheng thinks otherwise. They come to you ask for your opinion. Advise if Chen or Zheng is correct and give reasons for your answer.

Question 4 Briefly describe the essential elements of a valid and enforceable contract.

Question 5 Zhao Quan went to the supermarket and took a box of chocolates off the shelf. She noticed that price label on the box was marked ¥ 10 instead of the usual price of ¥ 15 printed on the other boxes. When she reached the cashier, she was told that price was incorrectly printed and that she should pay ¥ 15 for the chocolates. Zhao insisted that she would only pay the price of ¥ 10 as printed on the box. Advise Zhao of her legal rights.

Question 6 (a) Define “ negotiation ” of a bill of exchange. (b) How is a bill of exchange negotiated. (c) Explain briefly the meaning of the words “ not negotiable ” that appear on a bill of exchange other than a cheque.

Question 7 (a) What must be plaintiff prove in order to succeed in an action of negligence. (b) Huang is an estate agent. He is in charge of the sale of a block of flats. In the course of showing the individual units to prospective

purchasers, he indicated that the owner of the block would refurbish the common areas. The purchasers of the units now claim that the owner has not kept his promise to renovate the common areas and are considering bringing an action against Huang. Advise Huang.

Question 8 What are mortgages, legal mortgages and equitable mortgages. 100Test 下载频道开通，各类考试题目直接下载。详细请访问 www.100test.com