

تعداد سوالات: تستی: ۲۰ تشریحی: ۳  
زمان آزمون (دقیقه): تستی: ۴۰ تشریحی: ۵۰

نام درس: متون حقوقی ۱ به زبان خارجه  
رشته تحصیلی / کد درس: حقوق - ۱۲۱۲۱۷۷

مجاز است.

استفاده از: --

کد سری سؤال: یک (۱)

امام خمینی (ره): این محرم و صفر است که اسلام را زنده نگه داشته است.

❖ **Part I Directions:** Choose the best answer (a, b, c, or d) and then mark it on your answer sheet.

- According to your text book, ..... are given the same protection and are in the same position as the mentally disordered.  
a. drunkards                      b. offerees                      c. performers                      d. creditors
- ..... is a proposition indicating a willingness to consider offers made by others or to enter into negotiations.  
a. An Acceptance                      b. The death of parties  
c. The postal rule                      d. An invitation to treat
- According to your text book, where a statement made during contractual negotiations does not become a term of the contract, it remains a.....  
a. pre-contractual representation                      b. minors  
c. promissory estoppel                      d. intentions
- Where the offer is stated to be open for a certain period of time, it will ..... once that time has expired.  
a. invite                      b. reject                      c. lapse                      d. revoke
- Death of the offeree ..... the offer.  
a. accepts                      b. terminates                      c. defies                      d. excludes
- Contracts which can neither be enforced by the minor nor enforced against him, and include contracts for non-necessary goods and services and contracts of loan are called.....  
a. warranty                      b. implied contracts  
c. valid contracts                      d. void
- Which of the following items **is not** of the three types of misrepresentation?  
a. innocent                      b. negligent  
c. fraudulent                      d. severable

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8. The term 'warranties' in a contract means:.....
- the most significant or important terms; the principal rights and duties of the parties which are central to or lie at the heart of the contract
  - the less significant or minor terms; the secondary rights and duties of the parties which lie at the periphery of the contract
  - the terms whose status or importance is unclear and that can only be decided in light of the consequences of the term being breached
  - the terms implied into the contract by law, either common law or statute
9. Consideration transforms the agreement into a(n) .....: It is what one person does (executed consideration) or promises to do (executory consideration) in return for the act or promise of the other.
- bargain
  - uncertainty
  - void
  - estoppel
10. A(n) ..... is a proposition put by one person to another with an indication that they are willing to be bound by its terms should the other person accept.
- offer
  - treat
  - termination
  - condition
11. A ..... arises where one party has made a conditional offer—for example, an offer of reward.
- bilateral contract
  - promissory estoppel
  - unilateral contract
  - consumer contract
12. According to your text book, contracts contrary to public policy are..... , e.g. contracts prejudicial to the institution of marriage, contracts in unreasonable restraint of trade, gaming and wagering contracts.
- legal
  - void
  - duress
  - substantial
13. The term 'conditions' in a contract means:.....
- the most significant or important terms; the principal rights and duties of the parties which are central to or lie at the heart of the contract
  - the less significant or minor terms; the secondary rights and duties of the parties which lie at the periphery of the contract
  - the terms whose status or importance is unclear and that can only be decided in light of the consequences of the term being breached
  - the terms implied into the contract by law, either common law or statute

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کد سری سؤال: یک (۱)

14. Where one party is prevented from performing his obligations by the other, that failure of performance will not bar that party from bringing an action for breach of contract by the other. This in legal term is called.....

- a. Severable contracts
- b. Acceptance of partial performance
- c. Prevention of performance
- d. Substantial performance

15. The prevailing economic philosophy one of laissez-faire or ..... and, consequently, State intervention in and regulation of economic activity was kept to a minimum.

- a. free trade
- b. freedom of contract
- c. Services of Goods
- d. Supply of Goods

16. Who is a consumer?

- a. any person who might wish to be supplied with the goods for his own private use or consumption
- b. a person suffering injury or loss
- c. a person who manages industries
- d. any person who has the liability for dangerous products

17. In legal terms any goods, including substances, crops, ships, aircraft and vehicles is called.....

- a. loss
- b. product
- c. Act
- d. offences

18. A product is defective if it .....

- a. is not reasonably safe
- b. has not undergone an industrial process
- c. is established
- d. has become misleading

19. 'Advertisements' and 'displays of goods for sale' are two common forms of ..... to treat.

- a. Terminations
- b. Rejections
- c. Invitations
- d. Acceptances

20. Where one party is mistaken as to the identity of the other party, this will only make the contract void where the precise identity of the person is relevant to the decision to enter the contract. This mistake in legal term is called.....

- a. Mistake as to the person
- b. Misrepresentation
- c. Mistake as to the existence of the subject matter
- d. Mistake as to the subject matter

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❖ *Part II: Translate the following texts to Persian. (6 points - 2 points each)*

1. *Revocation.* An offer may be revoked at any time prior to acceptance, even where stated to be open for a certain period of time (*Payne v. Cave* [1789]). A promise to keep the offer open for a certain period is not binding unless supported by consideration, i.e. it is an option purchased under a separate contract (*Routledge v. Grant* [1828]). For revocation to be effective, it must be communicated to the offeree. We should note that the postal rule (see below) does not apply to letters of revocation (*Byrne & Co v. Leon Van Tienhoven & Co* [1880]). However, communication does not have to be made by the offeror himself-communication via a reliable third party is effective (*Dickinson v. Dodds* [1876]).

2. Despite these limitations on the rule in *Pinnel's Case*, there may still be circumstances where the common law rule applies yet it would be unjust to allow the creditor to go back on his promise. In such circumstances, the debtor may be able to rely on the equitable doctrine of promissory estoppel: where the debtor has acted in reliance on the creditor's promise, the court may exercise its discretion to estop (prevent) the creditor going back on that promise even though the debtor has provided no consideration (*Central London Property Trust Ltd v. High Trees House Ltd* [1947J]).

3. Where a person suffers injury or loss caused by defective goods they have themselves purchased, the obvious remedy lies in an action for breach of contract. However, in many cases the ultimate consumer of the product will be someone other than the purchaser and, therefore, will have no remedy in contract. Until the Consumer Protection Act 1987, their only remedy lay in negligence, an extremely demanding process. Part I of the Act, giving effect to the European Product Liability Directive, offers an alternative and, in many respects, more effective remedy.