

CORRECTION – SECOND TERM ENGLISH LANGUAGE EXAM

Level: L3 – Private Law

SECTION A: TRUE OR FALSE

1. Maritime law applies only to ships traveling inside one country.
→ False
Maritime law also regulates international sea transport and activities in international waters.
2. A contract becomes legally binding once offer and acceptance meet.
→ True
The meeting of offer and acceptance creates the contract.
3. Criminal law mainly regulates relationships between private individuals.
→ False
Criminal law protects society and public order.
4. Fraud is considered a defect of consent in contract law.
→ True
Fraud affects free and genuine consent.
5. The captain of a ship is responsible for the safety of passengers and goods.
→ True
6. Relative nullity protects public order and general interest.
→ False
Relative nullity protects private interests.
7. Criminal responsibility requires both a material and a moral element.
→ True
8. A quasi-contract arises from an agreement between two parties.
→ False
It arises without agreement to prevent injustice or unjust enrichment.

SECTION B: TERMS AND DEFINITIONS

Terms	Correct Definition
1. Bill of lading	A document proving that goods were received by the carrier
2. Good faith	Honest and fair execution of a contract
3. Self-defense	The right to repel an unjust attack using necessary force
4. Quasi-contract	A legal mechanism preventing unjust enrichment

- | 5. Duress | Pressure or threat forcing a person to contract
- | 6. Binding force of contracts | Contracts have the force of law between the parties

SECTION C: DIRECT QUESTIONS

Question 1:

Explain the difference between absolute nullity and relative nullity.

Correction:

Absolute nullity concerns contracts that violate public order or general interest. The contract is considered void from the beginning, and any interested person or the judge may invoke the nullity.

Relative nullity protects a private person whose consent or legal capacity is affected. Only the protected person may ask for annulment. It usually exists in cases of fraud, error, or duress.

Question 2:

FIRAC Case Study Correction

F – Facts

Karim sold a car to Yacine. After the sale, Yacine discovered a hidden engine defect that Karim did not mention.

I – Issue

Can Yacine annul the contract because of the hidden defect?

R – Rule

A contract may be annulled if consent is affected by fraud. Fraud exists when one party intentionally hides important information influencing the other party's decision.

A – Application

Karim knew about the defect but hid it from Yacine. The hidden defect influenced Yacine's decision to buy the car. Karim's behavior therefore constitutes fraud affecting consent.

C – Conclusion

The contract may be annulled because Yacine's consent was affected by fraud. Yacine may also request compensation.