College Name: Faculty of Law **Course No: LWEN 2320** **Course Title: Commercial Law** **Instructor Name: MoaminAljaro** **Date: 21/05/2019** **Time: 2 hours**	**University of Palestine** **FinalExam** **SecondSemester – 2018/2019**	**Student Name: _________________** **Student No.: __________________** **No. of Questions: (5)** **Using Dictionary (No)**

Question One:

Q1: Decide whether the following statements are (false) or (true) with analyzing your answer:

1. Property may pass even though the goods have not been delivered and the price not yet paid.
2. The parties may agree that property is not to pass even though the goods have been delivered and paid for.
3. To hold liability for representation it is necessary to show not only that there has been a misrepresentation but that the other party to the contract entered into the contract because of the misrepresentation only.
4. There are cases where the seller has no right to sell but does transfer ownership.
5. Liquidated damages can be recovered even though there is no actual loss or less actual loss than the agreed sum, provided the pre-estimate was reasonable.
6. Possession is usually being transferred as part of the act of transferring ownership, but not necessarily so.
7. The seller can keep the deposit even if the deposit is greater than the seller's actual loss whereas, if there has been an advance payment which is greater than the seller's actual loss, the seller can only keep the actual loss and must return the balance.
8. The major exception to the Late Delivery rule would be where the contract gives some excuse for late delivery. In other words, if the party do agree so.
9. In a contract of sale, the irreducible minimum of obligations is for the seller to deliver the goods and the buyer to pay the price.
10. Where there is an unconditional contract for the sale of specific goods in a deliverable state the property in the goods passes to the buyer when the contract is made, and it is immaterial whether the time of payment or the time of delivery, or both, be postponed.

QuestionTwo:

Q2:Being used almost everywhere in the world, evenmight in our sales in the future, the Bill of Lading's concept is important in international sales. What is it? And what are its three features?

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Question Three:

Q3: As a remedy, one party may withhold performance, terminateor even has the right to reject. How? And how could these three concepts relate to each other?

Question Four:

Q4: What do we mean by GATT? What is WTO? what do they stand for? How do they relate to each other? How were they developed? And what is the scope of WTO?

Question Five:

Q5: Generally speaking, there are eight types of transactions to be governed by Commercial Law. What are they? Explain them briefly according to your reading and understanding.

End of Questions
Best of Luck