کد کنترل

307

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نام:

نام خانوادگی:

محل امضا:

«اگر دانشگاه اصلاح شود مملکت اصلاح می‌شود.»
امام خمینی (ره)

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آزمون ورودی دوره‌های کارشناسی‌ارشد ناپیوسته داخل ـ سال ۱۳۹۶

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عنوان مواد امتحانی، تعداد و شماره سؤال‌ها

ردیف	مواد امتحانی	تعداد سؤال	از شماره	تا شماره	ردیف	مواد امتحانی	تعداد سؤال	از شماره	تا شماره
۱	متون حقوق به زبان انگلیسی	۳۰	۱	۳۰	۱۰	حقوق اساسی	۱۵	۱۷۱	۱۸۵
۲	حقوق مدنی	۲۰	۳۱	۵۰	۱۱	حقوق مدنی (تعهدات)	۱۵	۱۸۶	۲۰۰
۳	حقوق تجارت	۱۵	۵۱	۶۵	۱۲	حقوق بین‌الملل خصوصی	۱۵	۲۰۱	۲۱۵
۴	آیین دادرسی مدنی	۱۵	۶۶	۸۰	۱۳	آیین دادرسی کیفری	۱۵	۲۱۶	۲۳۰
۵	متون فقه	۲۰	۸۱	۱۰۰	۱۴	حقوق جزا و آیین دادرسی کیفری	۱۵	۲۳۱	۲۴۵
۶	حقوق جزای عمومی	۱۵	۱۰۱	۱۱۵	۱۵	سازمان‌های بین‌المللی	۱۵	۲۴۶	۲۶۰
۷	حقوق جزای اختصاصی	۲۰	۱۱۶	۱۳۵	۱۶	دروس تخصصی رشته‌های معارف اسلامی و حقوق و حقوق خانواده	۳۵	۲۶۱	۲۹۵
۸	حقوق بین‌الملل عمومی	۲۰	۱۳۶	۱۵۵					
۹	حقوق اداری	۱۵	۱۵۶	۱۷۰	۱۷	حقوق ارتباطات	۱۵	۲۹۶	۳۱۰

این آزمون نمره منفی دارد.

استفاده از کتاب قانون مجاز نیست.

متون حقوق به زبان انگلیسی:

Directions: Read the following five passages and select the answer choice (1), (2), (3), or (4) that best answers each question. Then mark the correct choice on your answer sheet.

Passage 1:

Armed attack or armed aggression in the maritime domain may involve conventional sea mines, missiles, and traditional military aviation as well as submarine platforms. During a period that extended from the first Hague conference in 1899, through two world wars, and continuing until the end of the Cold War, the predominant influence of law on sea power were naval arms control regimes. Arms control sought to limit the risk or effects of naval warfare. Naval arms control refined the laws of naval warfare and prescribed conduct at sea by erecting "firewalls" that separated opposing fleets or by creating limitations on the means of naval warfare, such as the use of sea mines, or restrictions on the methods of naval warfare, such as the proscription against unrestricted submarine warfare. These rules were designed to maintain the peace or prevent the expansion of war at sea by controlling the types and numbers of warships, the types of permissible weapons, and how those weapons may be employed.

During the period between the two world wars, the Washington Treaty of 1922 fixed battleship ratios for all of the major maritime powers. While the agreement actually did slow the construction of capital warships, it also had the perverse effect of creating conditions and incentives to redirect naval ambitions into other systems, such as submarines, that were not explicitly controlled. The last major fleet engagement ended with the Battle of Leyte Gulf in October 23–26, 1944. The final naval battle of the war, the Battle of Okinawa in the spring of 1945, was the largest amphibious assault of the Pacific theater.

1- Which of the following would be the best title for the passage?
1) Arms Control during the Cold War
2) The First Hague Conference
3) Armed Aggression at Sea
4) Law and Sea Power

2- According to the passage, armed attack in the maritime domain is likely to involve using all of the following EXCEPT …….. .
1) missiles
2) surface combats
3) sea mines
4) submarine platforms

3- What were the main goals of designing naval arms control rules?
1) Limiting the growth of submarines supervising the production of missiles
2) Maintaining peace and prevention of further growth of war at sea
3) Restricting naval warfare and promoting good behavior at sea
4) Prescribing good manners at sea and establishing firewalls

4- What does the word "proscription" in paragraph 1 mean?
1) Prosecution
2) Provocation
3) Prohibition
4) Proliferation

5- What does the word "it" in paragraph 2 refer to?
1) Agreement
2) Effect
3) Construction
4) Battleship

6- What is the author's attitude toward the Washington Treaty?

1) Sarcastic
2) Highly critical
3) Cautionary
4) Both positive and negative

Passage 2:

The Dutch began their occupation of Java in 1596. Owing to the fact that they could not bring all or even most of the Indonesian Archipelago under their control until the second decade of the twentieth century, and partly because their interests were largely focused on commercial profit, the Dutch did not significantly interfere in native legal affairs until about the middle of the nineteenth century. As D. Lev has aptly put it, the Dutch East India Company from the outset "resolved to respect local law – another way of saying that, by and large, they could not have cared less – except where commercial interests were at stake."

As "law and order" constituted the backbone of colonialist administration, the Dutch, after some failed efforts, finally succeeded in promulgating a penal code for natives in 1873, a code whose implementation remained exclusively in their hands. Since the native district courts, as well as the Shari'a and *ADAT* (customary) courts, were allowed to handle only minor and non-monetary cases, all criminal cases and major offenses were tried at the next level, namely, at the *Landraden* courts, which also handled important civil cases pertaining to the natives. For example, all matters of *waqf* and the all-important area of inheritance fell within the jurisdiction of these courts. Until the 1920s, the chairmen of the latter were exclusively Dutch. But ultimate authority did not lie even in the hands of these chairmen, for appeals were heard at the High Courts (numbering six in total), whose jurisdiction was presumably confined to the Dutch colonial settlers alone.

7- Why didn't the Dutch interfere in native legal affairs of Indonesia?

1) They were mostly interested in business issues.
2) They had fully occupied the Indonesian Archipelago.
3) They were busy establishing the Dutch East India Company.
4) They were not familiar with the language spoken by the native people.

8- What is the function of D. Lev's quotation at the end of paragraph 1?

1) It exaggerates an earlier argument.
2) It contradicts the preceding sentence.
3) It supports what was mentioned earlier.
4) It serves as an example for a previously stated claim.

9- What does the expression "at stake" in paragraph 1 mean?

1) In vain
2) In danger
3) In doubt
4) In silence

10- What is the second paragraph mainly about?

1) Law and order
2) The High Courts in Indonesia
3) The backbone of colonialist administration
4) How colonial courts were formed in Indonesia

11- What does "their" in paragraph 2 refer to?

1) Natives
2) District courts
3) The Dutch
4) Failed efforts

12- Where were issues related to inheritance settled?

1) Customary courts
2) Shari'a courts
3) Native local courts
4) *Landraden* courts

Passage 3:

An examination of the law of electronic commerce must begin with a fundamental understanding of the law and its role in society as it has evolved over the centuries. It necessitates understanding terrestrial norms, social behavior and the application of the rule of law. These principles must be applied to new circumstances, infrastructure and contexts. It is an exciting time to be charting the course and watching as legislators, courts, merchants and the populace wrestle with this new epoch. In the 18th and 19th centuries there may have been a similar opportunity to observe principles evolving, as there were new developments in relation to consideration (in contract law) and the postal acceptance rule (also in contract law), and as principles of equity matured. But such development was at a snail's pace compared with the eruption of the law of electronic commerce over the last two decades.

The majority of legal problems arising through the use of electronic commerce can be answered satisfactorily by the application of standard legal principles. Contract law, commercial law and consumer law, for example, all apply to the internet, email communications, electronic banking and cyberspace generally. However, cyberspace gives rise to unique and unusual circumstances, rights, privileges and relationships that are not adequately dealt with by traditional law. This has necessitated legislation, international agreements and a plethora of cases before the courts to resolve myriad questions. The expression "electronic commerce law" is used to describe all changes and additions to the law that are a result of the electronic age.

13- Which of the following would be the best title for the passage?

1) Terrestrial Norms
2) Electronic Commerce Law
3) Developing New Regulations
4) Application of the Rule of Law

14- What does the word "epoch" in paragraph 1 mean?

1) Era
2) Approach
3) Route
4) Phenomenon

15- Why does the author refer to the postal acceptance rule?

1) To argue that 18th century developments were concerned with contract laws
2) To suggest that 19th century lawmakers observed principles of equity
3) To show that legislators experienced similar problems in the past
4) To prove that today's legal developments occur at a snail's pace

16- The author mentions all of the following laws as they apply to the cyberspace EXCEPT ..... .

1) contract law
2) penal law
3) consumer law
4) commercial law

17- Which of the following positions does the author support?

1) Cyberspace has given rise to unique and unusual circumstances, so it would be wise to revise our traditional existing laws.
2) The present legal principles can solve the majority of electronic commerce problems, so there is no need to develop new laws.
3) Traditional laws cannot solve modern cyberspace problems, so we should discard them and think of writing electronic commerce laws.
4) While traditional laws can resolve the majority of today's electronic commerce problems, we need to develop electronic commerce regulations.

18- What does the word "myriad" in paragraph 2 mean?

1) Puzzling
2) Complicated
3) Countless
4) Thought-provoking

Passage 4:

What is "Space Law" and where does it sit within the architecture of international law? At its broadest, space law comprises all the law that may govern or apply to outer space and activities in and relating to outer space. Although clearly there is a central body of "space law", the term can therefore be considered as a label attached to a bucket that contains many different types of rules and regulations rather than as denoting a conceptually coherent single form of law. It is different from "the law of contract" or "the law of tort(s)/delict" where "the law" elaborates a series of concepts within a single phylum. "Space law" is akin to "family law" or "environmental law", where many different laws are denoted by reference to the material with which they deal rather than being derived from the pure rational development of a single legal concept. "Space law" is the Law of Space, and can range from the terms of an insurance contract in respect of a particular space launch to the broadest of principles that govern how states act in outer space. Some "space law" is therefore simply the application of the principles of existing domestic law such as contract to a new field of activity. "Space law" is particulate law, developed to deal with the practical problems of the use and exploration of outer space.

Space law is recent law. The developments in technology of the last hundred and forty years have required the law to respond. More properly law never seeks to regulate technology, but rather aims to place order in the competing human interests that result from that technology. Regulation has had to be invented, adopted and implemented, and appropriate procedures developed. The process has not always kept the law up to date with developments in technology, and this flaw remains in space law. Because technical advances have blurred state boundaries and in practice eroded many sovereign competences, international agreement has become necessary.

19- Which question is the first paragraph concerned with?

1) What is the nature of space law?
2) When was space law developed?
3) Where does space law come from?
4) Who proposed that space law is needed?

20- What does the word "its" in paragraph 1 refer to?

1) Architecture
2) International law
3) Outer space
4) Space law