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آزمون ورودی دوره‌های کارشناسی ارشد ناپوسته داخل - سال ۱۴۰۰

صبح جمعه



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

جمهوری اسلامی ایران
وزارت علوم، تحقیقات و فناوری
سازمان سنجش آموزش کشور

حقوق - (کد ۱۱۲۶)

مدت پاسخ‌گویی: ۱۲۰ دقیقه

تعداد سؤال: ۳۱۰

عنوان مواد امتحانی، تعداد و شماره سؤالات

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

استفاده از کتاب قانون مجاز نیست.

این آزمون نمره منفی دارد.

حق چاپ، تکثیر و انتشار سؤالات به هر روش (الکترونیکی و...) پس از برگزاری آزمون، برای تمامی اشخاص حقیقی و حقوقی تنها با مجوز این سازمان مجاز می‌باشد و با متخلفین برابر مقررات رفتار می‌شود.

* داوطلب گرامی، عدم درج مشخصات و امضا در مندرجات جدول ذیل، به منزله عدم حضور شما در جلسه آزمون است.

اینجانب با شماره داوطلبی با آگاهی کامل، یکسان بودن شماره صندلی خود را با شماره داوطلبی مندرج در بالای کارت ورود به جلسه، بالای پاسخنامه و دفترچه سؤالات، نوع و کد کنترل درج شده بر روی دفترچه سؤالات و پائین پاسخنامه را تأیید می‌نمایم.

امضا:

متون حقوق به زبان (انگلیسی، فرانسه):

Reading Comprehension:

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

PASSAGE 1:

Prosecutors routinely decline to file charges in individual cases; sometimes they also announce general policies about declinations that apply prospectively to entire categories of cases. The legitimacy of these categorical declination policies is in dispute. Current accounts of declinations rely on arguments about the traditional activities of prosecutors and the distinction between executive and legislative functions in constitutional separation of powers doctrine. The argument in this article is that chief prosecutors in state court systems hold competing loyalties to statewide voters and local voters. These duties to state and local politics should also influence the declination policies that a prosecutor adopts.

Duties to statewide voters derive from the fact that state legislatures create the criminal codes that prosecutors enforce. State government also funds some of the work of local prosecutors, but that funding is not sufficient to allow full enforcement of the criminal law. The state-level polity, therefore, empowers the local prosecutor to allocate scarce resources and to decline charges—even for entire categories of cases—as a means of promoting public safety that matches local conditions. Local prosecutors can meet their obligations to the statewide polity by framing their policies as rebuttable presumptions against filing charges and by justifying those policies as a reallocation of limited resources.

1- Which of the following is the best title for the passage?

- 1) Prosecutors: Current Accounts of Declinations
- 2) Prosecutors: Their State and Local Politics
- 3) File Charges in Individual Cases
- 4) Statewide Versus Local Voters

- 2- According to the passage, which of the following is a matter of debate?
 1) The distinction between executive and legislative powers
 2) Arguments about the traditional activities of prosecutors
 3) The lawfulness of categorical declination policies
 4) Reallocation of limited resources to prosecutors
- 3- Which phrase in the passage has the following meaning?
 An assumption made by a court taken to be true unless someone comes forward to contest it and prove otherwise?
 1) State-level polity
 2) Competing loyalty
 3) Constitutional separation
 4) Rebuttable presumption
- 4- What will the paragraph following the passage most probably discuss?
 1) Filing charges
 2) Limited resources
 3) Duties to the local polity
 4) Autonomy of prosecutors
- 5- The passage is most probably -----.
 1) the abstract of an academic article
 2) the conclusion of a research paper
 3) part of a popular magazine article
 4) part of a post made by a law firm

PASSAGE 2:

After the parties have made their agreement, unforeseen contingencies may occur which prevent the attainment of the purpose that they had in mind. The question is whether this discharges them from further liability.

In the seventeenth century the judges in *Paradine v Jane* laid down what is sometimes called the rule as to absolute contracts. It amounts to this: when *the law* casts a duty upon a man which, through no fault of his, is unable to perform, he is excused for non-performance; but if he binds himself *by contract* absolutely to do a thing, he cannot escape liability for damages for proof that as events turned out performance is futile or even impossible. The alleged justification for this somewhat harsh principle is that a party to a contract can always guard against unforeseen contingencies by express stipulation; but if he voluntarily undertakes an absolute and unconditional obligation he cannot complain merely because events turn out to his disadvantage. It has accordingly been held, for instance, that if a builder agrees to construct a house by a certain date and fails to do so because a strike occurs or because the soil contains a latent defect which suspends operations, he is nonetheless liable.

In practice parties very often insert in their contracts provisions designed to deal with unforeseen difficulties. Such *force majeure* or hardship clauses are particularly common where the contract is of a kind where the parties can foresee that such problems are likely to occur but cannot foresee their nature or extent as in building or engineering contracts.

- 6- Which important issue is the passage concerned with?
 1) When should *force majeure* or hardship clauses come into action?
 2) Do unforeseen contingencies exempt the parties from further liability?
 3) Was the rule as to absolute contracts laid down in the seventeenth century?
 4) Did the judges in *Paradine v Jane* lay down the rule as to absolute contracts?
- 7- The word "binds" in paragraph 2 is similar in meaning to -----.
 1) obligates
 2) influences
 3) excludes
 4) finances

- 8- A party to a contract can always guard against unforeseen conditions by -----.
- 1) a latent defect
2) *force majeure*
3) alleged justification
4) express stipulation
- 9- Where does the following sentence best fit into the passage?
Again, if a ship-owner agrees that he will load his ship with guano at a certain place in West Africa, he is liable in damages notwithstanding that no guano is obtainable.
- 1) End of paragraph 3
2) End of paragraph 1
3) End of paragraph 2
4) Beginning of paragraph 2
- 10- The word “their” in paragraph 3 refers to -----.
- 1) hardship clauses
2) such problems
3) provisions
4) the parties

PASSAGE 3:

The proper approach to the sentencing of mentally disordered offenders remains a matter of controversy. There has tended to be a major division of policy between mentally disordered and other offenders: for the former, a treatment approach is essential, but increasingly an approach based on risk and public protection is providing the framework for the sentence, even if treatment is provided within it. A better approach is to recognize that both the treatment approach and the risk-based approach lend the awesome authority of the criminal justice system to wide therapeutic discretion, and that respect for the rights of the mentally disordered means that they should not be compulsorily detained under “criminal” powers beyond the point at which a non-disordered offender would be released from prison. It is therefore important that proportionality of sentence should be reasserted as a constraint on sentencing the mentally disordered, no less than in respect of sentencing generally.

The controversy over the proper response to mentally disordered offenders is evident from various sets of proposals issued in recent years. The Richardson report, reviewing the Mental Health Act 1983, is chiefly concerned with the civil powers over mentally disordered people, and it is firmly based on the principle of nondiscrimination or equal treatment (that “wherever possible the principles governing mental health care should be the same as those which govern physical health”) and on a number of other principles such as the principle of the least restrictive alternative, and the principle of reciprocity (that “where society imposes an obligation of compliance on a patient, there should be a corresponding public duty to provide adequate services”). The Richardson committee was unable to devote sufficient time to a thorough examination of the proper response to mentally disordered offenders, but noted the complexity of the issues and called for a thorough and independent inquiry. The committee did make a number of recommendations, however, in line with the principles adopted for the civil powers.

- 11- The word “it” in paragraph 1 refers to -----.
- 1) treatment
2) an approach
3) the framework
4) public protection
- 12- The word “discretion” in paragraph 1 is closest in meaning to -----.
- 1) judgment
2) sensitivity
3) knowledge
4) satisfaction

- 13- According to the passage, it is necessary that the ----- be reasserted as a constraint on sentencing the mentally disordered.
- 1) awesome authority
 - 2) treatment approach
 - 3) risk-based approach
 - 4) proportionality of sentence
- 14- The passage mentions all of the following principles that the Richardson report is based on EXCEPT the principle of -----.
- 1) the least restrictive alternative
 - 2) patient autonomy
 - 3) equal treatment
 - 4) reciprocity
- 15- What is the tone of the author in the second paragraph?
- 1) Objective
 - 2) Sarcastic
 - 3) Pessimistic
 - 4) Aggressive

PASSAGE 4:

Although the British constitution is unwritten and not therefore embodied in any one document, it is sometimes possible to define some aspect of the British constitutional framework from the existing law, difficult though that may be. In the previous section on the Rule of Law reference was made to police powers of arrest. Where it is necessary to ascertain the scope of police powers to enter and question a person on his own property such an issue has probably arisen from that person's refusal to be questioned in such circumstances. If as a result, he is arrested for the obstruction of a police officer in the execution of his duty, contrary to s 51 of the Police Act 1964, his conviction will depend on whether there was an obstruction and whether the officer was acting in the execution of his duty. Because these terms are not defined by the Act, their definition has been left to the courts; that is, they are terms of art developed through the common law. Consequently, this area of the constitution regulating powers of the police can be defined only by reference to statute and common law, that is, a combination of Act of Parliament and case law. Accordingly, it is likely that a court would conclude that there could be no conviction for obstruction under s 51 where the police officer is told to leave the person's property because, as a trespasser, he would not have been acting in the execution of his duty.

There can be no doubt that the Rule of Law requiring government according to law is fundamental to the constitutional background of administrative law. There are, however, other facets of the constitutional structure which must be examined in order to appreciate the true significance of the law's ability to control government powers. These other facets include the sovereignty and supremacy of Parliament, the separation of powers, and prerogative powers.

- 16- Which of the following statements is NOT true?
- 1) The British constitution is unwritten.
 - 2) The British constitution is not embodied in any one document.
 - 3) It is, at times, possible to define some aspect of the British constitutional framework from the existing law.
 - 4) It is extremely easy to define some aspect of the British constitutional framework from the existing law.

- 17- According to the passage, contrary to s 51 of the Police Act 1964, if a person is arrested for the obstruction of a police officer in the execution of his duty, his conviction will depend on whether the -----.
- 1) officer was acting in the execution of his duty
 - 2) officer had prior familiarity with the person
 - 3) property belonged to that person
 - 4) obstruction resulted in violence
- 18- According to the passage, the area of the constitution regulating powers of the police can be defined only by reference to -----.
- 1) common law and the constitution
 - 2) statute and Act of Parliament
 - 3) statute and common law
 - 4) common law and case law
- 19- Which of the following is the best title for the second paragraph?
- 1) The Constitutional Background to Administrative Law
 - 2) Shortcomings of the Constitutional Structure
 - 3) The Police Force and Government Powers
 - 4) Limitations of the Rule of Law in Britain
- 20- The passage mentions all of the following facets of the constitutional structure EXCEPT -----.
- 1) the sovereignty and supremacy of Parliament
 - 2) the separation of powers
 - 3) prerogative powers
 - 4) conventions

PASSAGE 5:

Perhaps the most powerful Australian case of lawyers over-identifying with their client arose over a decade ago in Queensland. Flower and Hart, a well-established Brisbane firm of solicitors, in conjunction with a senior advocate, Ian Callinan QC, acted for a property developer in financial trouble and who needed to buy time in the hope of avoiding payment on a multimillion debt. Together, they devised an immoral strategy to gain time for the company by frustrating a major creditor, a construction company that had built a shopping mall for the developer and wanted to be paid. This strategy involved the developer corporation suing the construction company for fraud on grounds which both the advocate and the instructing solicitors (attorneys) knew were totally unsustainable.

Justice Goldberg of the Federal Court of Australia found that the fraud proceedings had no real prospects of success and, since they were designed only to cause delay, were an abuse of process. The judge considered the activities of the two lawyers to be reprehensible, basing his decision on a paper trail which included the written advice from Callinan to Meadows (the Flower and Hart partner acting for the developer) in which Callinan had warned Meadows that the proposed action lacked credibility, but suggested they proceed in any event.

The trial judge was affirmed on appeal to the Full Federal Court, but there was no reaction by the then conservative Australian Government, which had in the meantime appointed Callinan to the highest Australian court (the High Court of Australia) and wanted no scrutiny of the propriety of its decision. Critical comment on the ethics of the newly appointed judge was aired on the national public television program *Four*

Corners and the Law Council of Australia called for a judicial investigation. Both were met with silence.

- 21- Which of the following statements is true?
 1) Flower and Hart was responsible for building a shopping mall.
 2) A property developer launched charges against a construction company.
 3) The Brisbane firm of solicitors needed to buy time.
 4) Flower and Hart was in financial trouble.
- 22- The word "they" in paragraph 2 refers to -----.
 1) real prospects
 2) the fraud proceedings
 3) the instructing solicitors
 4) both the advocate and the attorneys
- 23- The word "reprehensible" in paragraph 2 is closest in meaning to -----.
 1) tactful
 2) plausible
 3) susceptible
 4) disgraceful
- 24- Which of the following can be concluded from the passage?
 1) It was subsequently discovered that Callinan had been bribed by the property developer.
 2) The conservative Australian Government at the time of this case fully supported Callinan.
 3) Those in charge of the national public television program Four Corners were sued for their critical comments.
 4) Callinan had warned Meadows that the proposed action lacked credibility; therefore, he advised them not to proceed in any event.
- 25- Where does the following sentence best fit into the passage?
No professional action was taken against Meadows either.
 1) End of paragraph 1
 2) End of paragraph 2
 3) End of paragraph 3
 4) After the first sentence of the second paragraph

PASSAGE 6:

Addison asserted in 1847 that the principles of contract law were immutable, eternal and universal. This kind of assertion rests on a "syncretic and ahistorical supposition" that all law everywhere must be governed by the same principles. An examination of the doctrine of consideration, before and after 1847, shows that the conceptual bases of the doctrine, often, but not always, called principles, have varied markedly from time to time, as has the substance of the law. A historical study cannot establish what is the correct or preferable meaning of the word "principle" nor what are the correct or preferable rules of contract law. But it can show that neither the usage nor the law has been immutable or eternal.

About 80 years before Addison's statement, William Blackstone had published his *Commentaries on the Laws of England*. He likened his work to a map, writing that "an academical expounder of the laws . . . should consider his course as a general map of the law, marking out the shape of the country, its connexions and boundaries, its greater divisions and principal cities." Blackstone's map gave no definite place to contract law, though he mentioned contracts in several places. A definition of contract

was offered in Book 2 (rights of things) as part of a chapter (entitled "Of title by gift, grant, and contract") dealing with methods of acquiring rights to property. In Book 1 (rights of persons) contracts were mentioned as part of the law of master and servant, and of husband and wife, and in Book 3 (private wrongs) assumpsit was mentioned as providing a remedy for breaches of promises, considered as wrongs.

- 26- According to Addison, which of the following sets of features represents the principles of contract?
- 1) Immutability, eternity, and universality
 - 2) Authenticity, immutability, and eternity
 - 3) Principality, eternity, and universality
 - 4) Principality, authenticity, and security
- 27- Which of the following does an examination of the doctrine of consideration reveal?
- 1) The substance of the law has never changed significantly since 1847.
 - 2) The conceptual bases of the doctrine varied markedly only after 1847.
 - 3) The substance of the law had varied markedly only and only prior to 1847.
 - 4) The conceptual bases of the doctrine have changed significantly from time to time.
- 28- The word "it" in paragraph 1 refers to -----.
- 1) the usage
 - 2) contract law
 - 3) a historical study
 - 4) the word "principle"
- 29- What does William Blackstone's Book 1 deal with?
- 1) Private wrongs
 - 2) Rights of things
 - 3) Rights of persons
 - 4) Gift, grant, and contract
- 30- The word "breaches" in paragraph 2 is closest in meaning to -----.
- 1) violations
 - 2) submissions
 - 3) compliments
 - 4) commitments

حقوق مدنی:

- ۳۱- مریم به دلیل ترس، پیشنهاد هوشنگ مبنی بر فروش مزرعه‌اش را می‌پذیرد و با او معامله می‌کند. سپس به دلیل عارضه قلبی در بیمارستان بستری می‌شود و فوت می‌کند. فرزندش که وارث منحصر اوست، معامله را به تصور فوت مادر، در زمان حیات او تنفیذ می‌کند، اما پس از فوت مادر پشیمان می‌شود. حکم معامله چیست؟
- ۱) صحیح و نافذ است.
 - ۲) صحیح و نافذ است، ولی به دلیل اشتباه قابل فسخ می‌باشد.
 - ۳) غیرنافذ بوده و با تنفیذ فرزند در زمان حیات مادر نافذ می‌شود.
 - ۴) غیرنافذ بوده و برای تنفیذ، اجازه فرزند پس از فوت مادر لازم است.
- ۳۲- خویشاوندان حین فوت متوفی دو عموی ابی، یک عمه ابی، یک خاله امی و یک پسرعموی ابوینی است، سهم الارث هر یک از عموها، عمه و خاله به ترتیب چقدر است؟

$$(۱) \frac{۲}{۶} و \frac{۱}{۶} و \frac{۱}{۶}$$

$$(۲) \frac{۲}{۶} و \frac{۱}{۶} و \frac{۱}{۶}$$

$$(۳) \text{ صفر، } \frac{۱}{۶} و \frac{۱}{۶}$$

$$(۴) \text{ صفر، } \frac{۱}{۳} و \frac{۱}{۶}$$

- ۳۳- حمید گلدانی را نزد جواد به ودیعه می‌گذارد. کارگر جواد حین نظافت، گلدان مزبور را می‌شکند. حکم چیست؟
- (۱) فقط کارگر ضامن است.
 - (۲) فقط جواد ضامن است.
 - (۳) کارگر و جواد، هر دو ضامن هستند.
 - (۴) هیچ‌یک ضامن نیستند.
- ۳۴- بدهکار در مقام تأدیة دین، یک تن برنج از مال دیگری را به طلبکار تحویل می‌دهد. در چه صورتی می‌تواند برنج تحویل داده شده را مسترد کند؟
- (۱) با اثبات اینکه مال غیر بوده و اذن در تأدیة نداشته است.
 - (۲) با اثبات اینکه مال غیر را اشتبهاً به‌عنوان مال خود تأدیة کرده است.
 - (۳) با اثبات اینکه مال غیر نزد او امانت بوده و اذن در تأدیة نداشته است.
 - (۴) با اثبات اینکه مال غیر بدون اجازه در تصرف او بوده و اذن در تأدیة نداشته است.
- ۳۵- رحیم آپارتمانی را از مالکان آن (سه نفر) خریداری می‌کند. در صورت معیوب بودن آپارتمان، وی چه اختیاری دارد؟
- (۱) فقط می‌تواند ارزش بگیرد.
 - (۲) فقط می‌تواند معامله را رد کند.
 - (۳) در صورت رضایت همه فروشندگان، می‌تواند معامله را رد کند.
 - (۴) می‌تواند سهم یکی را رد و سهم دیگران را با اخذ ارزش قبول کند.
- ۳۶- انجام کدام‌یک از معاملات از سوی قیّم به‌طور کلی و مطلقاً ممنوع است؟
- (۱) اجاره مال مولی‌علیه برای خود
 - (۲) رهن اموال غیرمنقول مولی‌علیه
 - (۳) فروش اموال غیرمنقول مولی‌علیه
 - (۴) وام گرفتن برای مولی‌علیه بدون ضرورت و احتیاج
- ۳۷- مالکی که مال وی فضولتاً فروخته شده است، بیع فضولی را اقاله می‌کند. این اقاله چه حکمی دارد؟
- (۱) فاقد اعتبار است.
 - (۲) رد معامله فضولی است.
 - (۳) تنفیذ معامله فضولی است.
 - (۴) در معامله فضولی، بی‌تأثیر است.
- ۳۸- پس از فروش ملک، فروشنده همان ملک را اجاره داده است. مستأجر اکنون چه سمتی دارد؟
- (۱) اصیل
 - (۲) فضول
 - (۳) مالک منافع
 - (۴) قائم‌مقام خاص موجر
- ۳۹- وکیل با استفاده از اختیار توکیل برای موکل، وکیل انتخاب کرده و همه اختیارات خود را به وی اعطا می‌کند. کدام مورد صحیح است؟
- (۱) وکالت وکیل اول منفسخ می‌شود.
 - (۲) هر وکیل می‌تواند مستقلاً اقدام کند.
 - (۳) هر دو وکیل باید مجتمعاً وکالت را انجام دهند.
 - (۴) با اعطای وکالت به وکیل دوم، وکیل اول حق اقدام ندارد.
- ۴۰- پرداخت هزینه تعمیرات جزئی در عین مستاجره در اجاره مشمول قانون روابط موجر و مستأجر مصوب ۱۳۷۶، به عهده چه کسی است؟
- (۱) مطلقاً موجر
 - (۲) مطلقاً مستأجر
 - (۳) مستأجر، مگر آن که شرط خلاف شده باشد.
 - (۴) موجر، مگر اینکه خلاف آن شرط شده باشد.

- ۴۱- مالی که منافع آن قبلاً برای مدت عمر علی به وی واگذار شده است، با صلح معوض به احمد واگذار می‌شود. صلح چه حکمی دارد؟
- (۱) صحیح است، اما علی حق فسخ آن را دارد. (۲) صحیح است، اما احمد حق فسخ آن را دارد.
 (۳) صحیح و غیرقابل فسخ است. (۴) غیرنافذ است.
- ۴۲- افزایش قیمت مال موضوع قرض، در نتیجه عمل مقترض چه حکمی دارد؟
- (۱) در همه حال متعلق به مقرض است.
 (۲) در هیچ حالتی متعلق به مقترض نیست.
 (۳) در صورت استرداد همان مال به مقرض، به مقرض تعلق دارد.
 (۴) در صورت استرداد همان مال به مقرض، به مقترض تعلق دارد.
- ۴۳- مضارب اعمالی را که بر طبق عرف باید به اجیر رجوع کند، خود شخصاً انجام می‌دهد، کدام مورد صحیح است؟
- (۱) مستحق اجرت آن است.
 (۲) مستحق اجرت آن نیست.
 (۳) مستحق نصف اجرت آن است.
 (۴) مستحق اجرت آن است، مگر اینکه تبرعاً انجام داده باشد.
- ۴۴- طرفین عقد بیع، دعوای غبن را صلح می‌کنند. سپس مشخص می‌شود که بیع باطل بوده است. صلح چه حکمی دارد؟
- (۱) صحیح و قابل فسخ (۲) غیرنافذ (۳) باطل (۴) صحیح
- ۴۵- ده نفر مالی را به ترتیب غصب کرده‌اند. اگر مالک حق خود را به غاصب پنجم منتقل کند، کدام مورد در خصوص حق رجوع غاصب پنجم به غاصبان دیگر صحیح است؟
- (۱) تنها به غاصبان بعد از خود می‌تواند رجوع کند.
 (۲) تنها به غاصبان قبل از خود می‌تواند رجوع کند.
 (۳) به همه غاصبان دیگر می‌تواند رجوع کند.
 (۴) حق رجوع به سایر غاصبان را ندارد.
- ۴۶- خانه‌ای که اجرت متعارف آن ماهانه ۴۰۰ هزار تومان است به‌ازای ماهانه ۵۰۰ هزار تومان اجاره داده می‌شود. در اتنای اجاره اول، قراردادی راجع به اجاره خانه به شخص دیگری پس از اتمام اجاره اول با اجاره‌بهای ماهانه ۶۰۰ هزار تومان منعقد می‌شود و در ضمن آن شرط می‌شود که مالک به‌ازای هر روز تاخیر در تسلیم خانه، ۳۰ هزار تومان به مستاجر دوم پرداخت کند. در صورتی که مستاجر اول یک ماه در تسلیم تاخیر کند و مالک ۹۰۰ هزار تومان به مستاجر دوم بپردازد، مالک چه مبلغی را می‌تواند از باب خسارت از مستاجر اول مطالبه کند؟
- (۱) ۹۰۰ هزار تومان (وجه التزام مقرر)
 (۲) اجاره‌بهای یک ماه در اجاره دوم (۶۰۰ هزار تومان)
 (۳) اجاره‌بهای یک ماه در اجاره اول (۵۰۰ هزار تومان)
 (۴) اجرت متعارف یک ماه اجاره خانه (۴۰۰ هزار تومان)
- ۴۷- پس از تقسیم ترکه بین ورثه معلوم می‌شود که متوفی به اشخاص ثالث مدیون است. تقسیم چه حکمی دارد؟
- (۱) باطل است.
 (۲) معتبر است، اما طلبکاران متوفی طلب ممتاز دارند.
 (۳) معتبر است، لکن ورثه قبل از ادای دیون متوفی، حق فروش اموال موروثی را ندارند.
 (۴) معتبر است و طلبکاران می‌توانند به هر یک از ورثه به نسبت سهم او رجوع کنند.