



ZIMBABWE EZEKIEL GUTI UNIVERSITY

FACULTY OF LAW, BUSINESS INTELLIGENCE AND ECONOMICS

DEPARTMENT OF LAW AND LEGAL SERVICES

EXAMINATION PAPER

COURSE CODE : LLB 211
COURSE TITLE : Law of Contract
DURATION : 3 Hours
LEVEL : 2.1
DATE :

11 APR 2023

INSTRUCTIONS TO CANDIDATES:

1. Answer ALL questions.
2. Do not separate subsections of questions.
3. Refer to case law, statute and/or any relevant authority, where applicable. Underline all your references to cases and statutory provisions.
4. Pay careful attention to marks allocated.
5. WRITE LEGIBLY. If in doubt as to whether your hand writing is easy to read, consider writing some of your words or points in large caps.

Question one

With reference to relevant case law, write short notes on the following terms:

- (i) the reception theory (5 marks)
- (ii) the concept of performance (5 marks)
- (iii) the sanctity of contract (5 marks)
- (iv) *animus contrahendi* (5 marks)
- (v) explain the difference between a contract and an obligation (5 marks)

[25 marks]

Question two

Sithembile wants to sell his collection of Barura Express compact discs (CDs). Since he is offering the collection at a bargain price he only wants to extend his offer to colleagues at his work. Sithembile advertises by way of sending electronic mail messages to his colleagues. Patrick, a computer genius who has broken into the computer system at Sithembile's place of employment, accepts Sithembile's offer by sending an electronic mail message to Sithembile. Once Sithembile discovers that Patrick is not a colleague he alleges that no contract arose because the offer was not made to Patrick. Patrick alleges that a valid contract did arise because the electronic mail message sent by Sithembile did not specify that the offer was only open to Sithembile's work colleagues. Discuss whether a valid contract arose between Sithembile and Patrick.

[25 marks]

Question three

- i. Distinguish between cession and novation (5 marks)
- ii. Discuss any three categories of people who have limited contractual capacity. (15 marks)

iii. Discuss the remedy of Exceptio non adimpleti contractus and the possible circumstances under which the remedy can be invoked (5 marks)

[25 marks]

Question four

Chakanyuka owns a luxurious motor vehicle. He takes his motor vehicle to Exquisite Motors for a service. On his arrival, he is asked to sign a "job card" by the owner. Chakanyuka enquires why he is required to sign the "job card" and the owner explains to him that by signing he is authorising them to conduct the service on his car which will cost US\$ 300. He signs the "job card" without reading it. While servicing the car, the service manager finds faults on the car (unrelated to the service) and he proceeds to do these additional repairs for a further US\$ 100. Albert refuses to pay for the additional repairs and argues that he did not authorise such repairs. The owner of Exquisite Motors argues that Chakanyuka is obliged to pay for the work done as the "job card" contains a contractual clause authorising Exquisite Motors to do any repairs on the motor vehicle which they deem necessary without asking the client's authorisation and requiring the client to pay for such repairs.

Advise Albert on whether he is liable on the contract to pay Exquisite Motors US\$ 100 for the additional repairs. Substantiate your answer and refer to relevant case law.

[25 marks]

GRAND TOTAL 100 MARKS

0/45 pm.