



**ZIMBABWE EZEKIEL GUTI UNIVERSITY**

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**FACULTY OF LAW, BUSINESS INTELLIGENCE AND ECONOMICS**

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**DEPARTMENT OF LAW AND LEGAL SERVICES**

**EXAMINATION PAPER**

**COURSE CODE** :  
**COURSE TITLE** : Contract Law  
**SPECIAL REQUIREMENTS** : None  
**DURATION** : 3 Hours  
**LEVEL** : 2.1  
**DATE** :

29 JUL 2024

**INSTRUCTIONS TO CANDIDATES:**

1. No cell phones are allowed in the examination venue
2. Answer ALL questions.
3. Do not separate subsections of questions.
4. Refer to case law, statute and/or any relevant authority, where applicable.
5. Pay careful attention to marks allocated.
6. 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

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- |   |         |
|---|---------|
| (i) the declaratory theory  | 5 marks |
| (ii) the concept of obligations                                   | 5 marks |
| (iii) freedom of contract   | 5 marks |
| (iv) consensus <i>ad idem</i>                                     | 5 marks |
| (v) explain the difference between a void and a voidable contract | 5 marks |

**[25 marks]**

### Question two

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]**

### **Question three**

Y sold a plot to X that bordered on a stream. The parties understood that X specifically wanted the plot because there were pumping rights in respect of the stream but a clause to that effect was not inserted into the contract. The parties merely assumed that pumping rights did exist. Later X discovered that there were, in fact, no pumping rights. Discuss whether X is bound by the contract with reference to case law.

**[25 marks]**

### **Question four**

X wants a motor car just like the one his neighbour Y has. X knows that Y cheats on his income tax since Y often boasts of this. Consequently, X tells Y that if Y does not sell his motor car to him (X) for US\$ 2000, he will report Y to the "tax man". Y sells his motor car to X for the amount mentioned although it is worth US\$10 000. Will Y be able to have the contract set aside? Discuss with reference to relevant case law.

**[25 marks]**

**GRAND TOTAL 100 MARKS**