

ZIMBABWE EZEKIEL GUTI UNIVERSITY



FACULTY OF LAW

Department of Public law

Commercial Law LLB 302

3 DECEMBER 2018

EXAMINATION

Instructions

- (i) Answer any four questions from the seven questions. Each question carries 25 marks.
- (ii) Students are not allowed to bring into the exam any material for reference purposes.
- (iii) Number your answers accordingly.

SECTION A

Question 1

“A contract of sale can be defined as an agreement with all essential elements of a valid contract where a seller undertakes to exchange property with the purchaser for an agreed price...” as per Kovi v Ashanti Goldfields Zimbabwe Limited & Anor 2007(2) ZLR 354(H).

With the aid of case law, discuss the legal principles and legal effects under contract of sale. [25 marks]

Question 2

Parties in a contract of sale have reciprocal legal duties towards one another. Discuss these duties and the remedies available to each party in the event of breach of such duties. [25 marks]

Question 3

The law of lease provides for sound security to lessees under common law against successors in title. There is real protection that cushions them from arbitrary ejection from premises leased. Discuss the types of leases and the duties that the lessor owes to the lessee vis-à-vis those of the lessee to the lessor, explaining the security that flows from the common law rights of the lessee. [25 marks]

Question 4

Write notes on the following;

- a. Option and right of first refusal [10 marks]
- b. Conditional Sales [10 marks]
- c. Sale in execution [5marks]

Question 5

In the case of Gravet v Van De Merwe 1996 (1) SA 531, the court held that since Gravet had brought the action on behalf of D's estate, he could not also be suing against D's wife.

Drawing some inspiration from the above case, discuss the essential ingredients necessary to identify the existence of Principal and Agent relationship. Your answer must also explain the types of authority that an Agent can exercise under law of Agency. [25marks]

Question 6

It is submitted by most scholars that consumer law and policy in Zimbabwe is very precarious. Discuss this assertion in light of the Consumer Protection Bill pending before Parliament and what good this will bring to consumers of goods and services in as far as protecting them is concerned. [25 marks]

Question 7

Mr Kutanga is a public transport operator who owns a fleet of trucks under the name kutanga transport (Pvt) Ltd. Munanzvo Food Processors (Pvt) Ltd has approached Kutanga Transporters with a request for transportation of 30 tonnes of maize it harvested from Command agriculture Program. The consignment is supposed to be carried from Chirundu to Beitbridge GMB over 780 km distance. The public carrier charges \$2.50 per kilometer.

- a. discuss the essential elements that the parties have to fulfill at the conclusion of the contract.
- b. discuss the legal principles that the parties should take into account when concluding this contract.

- c. what defences can be raised by the public carrier in the event of any eventuality during the execution of this contract. [25 marks]