CATHOLIC UNIVERSITY COLLEGE OF MBEYA (CUCoM)

›nstituent College of St. Augusti
University of Tanzania

FACULTY OF ARTS AND SOCIAL SCIENCE

DIPLOMA IN LAW

COURSE TITLE : LEGAL DRAFTING AND LEGAL WRITING

COURSE CODE : DLT 06205

LECTURER'S NAME : MR. WILLIAM MAMBO

TYPE OF WORK : GROUP ASSIGNMENT

SUBMISSION DATE : 27TH MAY 2022

PARTICIPANTS GROUP NO. 08

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QUESTION

(a) What is the meaning, element and principle of d rafting contract

(b) Draw any contract on your choice (proper contract)

Contract: is an agreement enforceable by the law[1]. This means that a contract is a legally binding agreement between parties. However the following are the **elements of contract drafting**.

Offer; All contracts must have a valid offer and acceptance to be legally binding. One of parties makes a promise to do from doing something specified action in the feature. For example a person who is trying to sell a land must make an offer to another person who is willing to potentially buy a land. That buyer must then formally agree to buy it.

Acceptance: There are must be something of value in exchange for a specified action. This could be an amount of money, a promise to do something or an agreement to do not do something.

Illegality: Normally occur when a party support litigation in which a know locus stand or has no ligament concerned hence the agreement is void, make sure the contract adhere to the law. However contract certainty should make that if has being established within the bound of any applicable law'.

Consideration: The offer is accepted unambiguous. What is means is that all parties involved in the contract should share the same understanding and acceptance of contract. Acceptance may be expressed through words, deed or performance as called for the contract for examples including action, money and properties. It provides that the parties to a contract must perform their respective promises[2].

Principle of drafting contract

Get it in writing: Although oral agreement is legal and binding in many situations. Most agreements should in writing even if the law does not require it. A written agreement is less risky than an oral agreement because

[1] Section 2(1)(h) of the Law of Contract Act [Cap.245 R.E 2019]
[2] Under section 37(1) of the Law of Contract Act [Cap.345r.e.2019]

you have a document that clearly spells out each parties rights and obligations in the case of disagreement

All parties can participate in a contract; for example sell of land have consist vendor, vendee and witness, Normally must be over the age 18 years. In most cases contracting parties must judge mentally fit to sign to sign a contract it declare that ‘every person competent to contract who age of majority according to the law who his subject[3].

Determine the consideration of a contract: The consideration is exchange some form of goods, services and interaction property. Element of consideration must be started clear for contract to be effective, provide that agreement made without consideration is void[4]

Make sure contract adheres to the law: Normally occur when a party supports litigation in which a know locus stand or has no ligament concerned hence the agreement is void, make sure the contract adhere to the law. However contract certainty should make that if has being established within the bound of any applicable law’.

Offering the contract for acceptance: Once the contract is drawing up it should be offering to the other parties concerned for consideration, if they accept it then it will be signed but a contract offer will be made instead, it provide that the acceptance must be absolute and qualified[5].

Termination of the contract: The length of a contract should be specified as well as what action by either party may bring about a pre mutual termination of the contract if the contract concerned ongoing services.

Signing the contract; A contract is not valid or enforceable unless every involved parties signed. Once a final offer is agreed upon both party will

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[3] Section 11 (1) of the Law of Contract Act [Cap.245 R.E 2019]
[4] Section 25 of the Law of Contract Act [Cap.345 R. E2019]
[5] Section 7 of the Law of Contract Act [Cap.245 R.E 2019]

sign and dated the contract once this occur when a contract is legal binding,

CONTRACTING FOR SELLING A CAR

BUYER

MAGESAMARCELINOKINGWENDU

P.O BOX 733

MOROGORO

0715000000

SELLER

MANUCHO ELIASI KIDUKU

P.O BOX 5010

MBEYA

VEHICLE DETAILS

Type of vehicle: Car

Make and model of vehicle: Harrier

Year of vehicle: 13/07/2007

Vehicle identification number: MCU150198000

Engine Number: 1MZ1097540

The date of sale is 26/05/2022, Buyer agrees to pay to sale the purchase price of Tshs 20,000,000/= to paid in cash

_____

_____

Seller Signature Date

_____

_____

Buyer Signature

Date

REFERENCES

STATUTE

The Law of Contract Act [Cap.245 R.E 2019]

BOOKS

Richard P. (2009), 9th Edition: Law of Contract. Person Education Limited

Elliott & Quinn (2009), 7th Edition: Contract Law. Person Education Limited

Beatson J & Carew J. L. (2010), 24th edition: Law of Contract. Oxford University Press