

Tutorial Letter 101/3/2020

Commercial Law 1A

CLA1501

Semesters 1 and 2

Department of Mercantile Law

This tutorial letter contains important information
about your module.

BARCODE

CONTENTS

	<i>Page</i>
1 INTRODUCTION TO THE MODULE.....	3
2 PURPOSE AND OUTCOMES.....	4
2.1 Purpose	4
2.2 Outcomes	4
3 LECTURER(S) AND CONTACT DETAILS.....	4
3.1 Lecturer(s)	4
3.2 Department	5
3.3 University	5
4 RESOURCES	5
4.1 Prescribed book(s).....	5
4.2 Recommended book(s)	5
4.3 Electronic reserves (e-reserves)	6
4.4 Library services and resources information	6
5 STUDENT SUPPORT SERVICES	6
6 STUDY PLAN.....	7
7 PRACTICAL WORK.....	7
8 ASSESSMENT	7
8.1 Assessment criteria	7
8.2 Assessment plan	8
8.3 Assignment numbers	8
8.3.1 General assignment numbers.....	8
8.3.2 Unique assignment numbers	8
8.4 Assignment due dates	9
8.5 Submission of assignments	9
8.6 The assignments	9
8.7 Other assessment methods	12
8.8 The examination	12
9 FREQUENTLY ASKED QUESTIONS.....	13
10 SOURCES CONSULTED.....	15
11 IN CLOSING.....	15
12 ADDENDUM.....	16

Dear Student

As part of this tutorial letter, we wish to inform you that Unisa has implemented a transformation charter based on five pillars and eight dimensions. In response to this charter, we have also placed curriculum transformation high on the agenda. For your information, curriculum transformation includes the following pillars: student-centred scholarship, the pedagogical renewal of teaching and assessment practices, the scholarship of teaching and learning, and the infusion of African epistemologies and philosophies. These pillars and their principles will be integrated at both the programme and module levels, as a phased-in approach. You will notice the implementation thereof in your modules, and we encourage you to fully embrace these changes during your studies at Unisa.

1 INTRODUCTION TO THE MODULE

Dear Student

We are pleased to welcome you as a student of Commercial Law 1A (**CLA1501**) and hope that you will find it interesting and rewarding. We shall do our best to make your studies of this module successful. You will be well on your way to success if you start studying early in the semester and resolve to do the assignments properly.

This tutorial letter (**CLA1501/101/2020**) contains important information about this module. We urge you to read it carefully and to keep it at hand when working through the study material, preparing the assignments, preparing for the examination and addressing questions to your lecturers.

In this tutorial letter, you will find the two compulsory assignments for semesters 1 and 2, instructions on the preparation and submission of the assignments (**See paragraph 8 below regarding the importance of the assignments for admission to the examination and their contribution towards a year mark for the module**).

This tutorial letter also provides all the information you need with regard to the prescribed study material and how to obtain it. Finally, we include in this tutorial letter certain general and administrative information concerning this module. Please study this information carefully and make sure that you obtain the prescribed study material as soon as possible. Apart from this tutorial letter, you will also receive other tutorial letters during the semester. Your study material for **CLA1501** will therefore consist of a **study guide and tutorial letters** (namely, tutorial letters 101 (this tutorial letter); 102 (in which we confirm your lecturers and the prescribed study material, set-out rules for the examination and describe the kinds of questions you may expect in the examination); and 201 and 202 (which contain the feedback and commentaries on the assignments)) **which you will receive from the university** and a **prescribed textbook which you must purchase**. These tutorial letters will not necessarily be available at the time of registration. Tutorial letters will be made available to students as soon as they are ready. You can also access the study guide and tutorial letters on **myUnisa**.

You are therefore encouraged to register on **myUnisa**, a tool which will enable you to communicate with other students and lecturers, submit assignments, access library resources and download study material. You can access **myUnisa** on <http://my.unisa.ac.za>. Go to the website and log in using your student number and password. You will see [CLA1501-20-S1/S2] in the row of modules displayed in the orange blocks at the top of the webpage. Select the **More**

tab if you cannot find the module you require in the orange blocks. Then click on the module you want to open.

For further information on **myUnisa** and other administrative information please consult the publication **Study@Unisa**.

Right from the start we would like to point out that **you must read all the tutorial letters issued** during the semester **immediately and carefully**, as they always contain important and, sometimes, urgent information.

We hope that you will enjoy this module and wish you all the best!

2 PURPOSE AND OUTCOMES

2.1 Purpose

The aim of this module is to provide you with a general understanding of the South African legal system and equip you with knowledge, skills, attitudes and competencies to analyse and solve well-defined problems relating to the general principles of the law of contract in South Africa.

2.2 Outcomes

The following are the outcomes for this module:

- the study units that deal with the South African legal system and science of law provide you with a general overview of the law and enable you to relate the different sections of the law to one another;
- the study units that deal with the general principles of the law of contract should enable you to identify, analyse and solve basic legal problems relating to the law of contract; and
- you should also be able to give advice on how contracts arise, what the effect of a particular clause in a contract is, what the implications of breach of contract are, and how personal rights are transferred or terminated.

At the end of this module, you should be equipped with knowledge, skills and competencies to analyse and solve basic legal problems relating to general principles of contracts in South Africa. You should also be able to analyse information regarding the functioning of the South African legal system and the application thereof.

3 LECTURER(S) AND CONTACT DETAILS

3.1 Lecturer(s)

The lecturers responsible for this module are as follows:

NAME	TELEPHONE NUMBER	EMAIL ADDRESS
Prof C Stoop (Module leader)	012 429 4324	churrc@unisa.ac.za
Adv. S Ebrahim	012 429 2210	ebrahs1@unisa.ac.za
Adv. N Hlongwane	012 429 8832	hlongn@unisa.ac.za
Adv. M Maleka	012 429 8378	malekem@unisa.ac.za

Letters should be sent to:

The Module Leader (CLA1501)

Department of Mercantile Law
PO Box 392
UNISA
0003

PLEASE NOTE: Letters to lecturers may not be enclosed with or inserted into assignments.

3.2 Department

You may alternatively also contact one of the departmental secretaries on 012 429 8460 or 012 429 4931.

3.3 University

If you need to contact the University about matters not related to the content of this module, please consult the publication **Study@Unisa** which you received with your study material. This publication contains information on how to contact the University (e.g. to whom you may write, important telephone and fax numbers, addresses and details of the times certain facilities are open).

Always have your student number at hand when you contact the University.

4 RESOURCES

4.1 Prescribed book(s)

The **prescribed textbook** for **CLA1501** is **General Principles of Commercial Law 9th ed (2020) Juta** co-authored by Schulze H (General Editor), Hurter E, Manamela E, Manamela T, Masuku B, Stoop C and Stoop P. **You must purchase this prescribed textbook.** The prescribed textbook can be obtained from the University's official booksellers. If you have difficulty finding the book at these booksellers, please contact the Prescribed Books Section at 012 429-4152 or e-mail vospresc@unisa.ac.za.

Only the following chapters in the prescribed textbook have to be studied for this module:

Chapter 1: The South African Legal System
Chapter 2: Introduction to the Science of Law
Chapter 3: Law of Contract: Introduction
Chapter 4: Consensus
Chapter 5: Capacity to Perform Juristic Acts
Chapter 6: Possibility of Performance Chapter 7: Formalities
Chapter 8: Terms of the Contract
Chapter 9: Interpretation of the Contract
Chapter 10: Breach of Contract
Chapter 11: Remedies for Breach of Contract
Chapter 12: Transfer and Termination of Personal Rights

4.2 Recommended book(s)

There are no recommended books for this module.

4.3 Electronic reserves (e-reserves)

There are no e-reserves for this module.

4.4 Library services and resources information

The Unisa Library offers a range of information services and resources:

- for brief information go to: <https://www.unisa.ac.za/library/libatglance>
- for more detailed Library information, go to <http://www.unisa.ac.za/sites/corporate/default/Library>
- for research support and services (e.g. Personal Librarians and literature search services), go to <http://www.unisa.ac.za/sites/corporate/default/Library/Library-services/Research-support>

The Library has created numerous Library guides: <http://libguides.unisa.ac.za>

Recommended guides:

- request and find library material/download recommended material: <http://libguides.unisa.ac.za/request/request>
- postgraduate information services: <http://libguides.unisa.ac.za/request/postgrad>
- [finding and using library resources and tools: http://libguides.unisa.ac.za/Research_skills](http://libguides.unisa.ac.za/Research_skills)
- Frequently asked questions about the Library: <http://libguides.unisa.ac.za/ask>
- Services to students living with disabilities: <http://libguides.unisa.ac.za/disability>

Important contact information:

- <https://libguides.unisa.ac.za/ask> - Ask a Librarian
- Lib-help@unisa.ac.za - technical problems accessing library online services
- Library-enquiries@unisa.ac.za - general library related queries
- Library-fines@unisa.ac.za - for queries related to library fines and payments

5 STUDENT SUPPORT SERVICES

The **Study@Unisa** publication is available on **myUnisa**: www.unisa.ac.za/publications/studies.

This publication has all the tips and information you need to succeed at distance learning and, specifically, at Unisa.

Students are also encouraged to register for **myUnisa** and **myLife** to interact with fellow students and e-tutors.

It is very important that you log on to *myUnisa* regularly to check if there are no new announcements and to participate in the Discussion Forum. You can set your *myLife* e-mail account to receive the announcement e-mails on your cell phone. Unisa offers e-tutor services for students registered for **CLA1501**. The e-tutor is there to guide you through your study material. Once you have registered, you will be allocated to a group of students and an e-tutor. Thereafter, you will receive an SMS informing you about your group, the name of your e-tutor and instructions on how to log on to *myUnisa* in order to receive further information on the e-tutoring process. The e-tutor service is free of charge. All you need to be able to participate in e-tutoring is a computer with internet connection.

Free computer and internet access:

Unisa has entered into partnerships with establishments (referred to as Telecentres) in various locations across South Africa to enable you (as a Unisa student) free access to computers and the Internet. This access enables you to conduct the following academic related activities: registration; online submission of assignments; engaging in e-tutoring activities and signature courses; etc. Please note that any other activity outside of these are for your own costing e.g. printing, photocopying, etc. For more information on the Telecentre nearest to you, please visit www.unisa.ac.za/telecentres.

6 STUDY PLAN

You may refer to ***Study@Unisa*** for general time management and planning skills. Please make an immediate note of the closing dates for all the assignments. **Lecturers may not grant extensions for the submission of assignments and failure to submit assignment 01 before the submission date or failure to submit assignment 01 will mean that you do not have admission to the examination.**

7 PRACTICAL WORK

Not applicable to this module.

8 ASSESSMENT

8.1 Assessment criteria

Students can apply general principles of the law of contract within a legal framework to real life situations.

Assessment criteria:

- show a basic understanding of the South African legal system and identify legal issues regarding the general principles of the law of contract in real or simulated fact scenarios;
- interpret and analyse real life occurrences within the framework of the law of contract;
- choose correct procedures to solve specific business problems relating to the general principles of the law of contract; and
- efficient information-gathering, analysis and synthesis, and evaluation skills are demonstrated;
- identify, analyse and serve the commercial needs of individuals and society creatively and innovatively.

Outcome 2:

Students can manage information relating to the functioning of the South African legal system and the general principles of the law of contract appropriately.

Assessment criteria:

- find the relevant sources to solve basic legal problems regarding the functioning of the South African legal system and the general principles of the law of contract;
- integrate information from different sources to address basic problems relating to the functioning of the South African legal system and the general principles of the law of contract in a business environment;
- apply knowledge of the functioning of the South African legal system and legal principles relating to the general principles of the law of contract to authentic and simulated scenarios;
- use the information to explore relationships between business and principles of the law of contract;
- identify, analyse and serve the commercial needs of individuals and society creatively and innovatively;
- efficient information-gathering, analysis and synthesis, and evaluation skills are demonstrated.

8.2 Assessment plan

The tuition method for this module consists of both formative assessment and summative assessment. **The year mark counts 20% and the examination mark counts 80%.** In other words: **the mark obtained for the two compulsory assignments (year mark) will count 20% towards your final mark, provided that you obtain an examination mark of at least 40%.**

You therefore need to obtain a sub-minimum of at least 40% in the examination before your year mark can be taken into account. This means that a student who has obtained at least 40% in the examination and who has a good year mark will have a great advantage above another student who has no year mark or a poor year mark.

8.3 Assignment numbers

8.3.1 General assignment numbers

The module consists of two assignments for semester 1 and 2, namely, assignments 01 and 02.

8.3.2 Unique assignment numbers

FIRST SEMESTER

The first semester assignments can be found under the Addendum (Appendix A).

Assignment number	Unique number
Assignment 01:	876963
Assignment 02:	708085

SECOND SEMESTER

The second semester assignments can be found under the Addendum (Appendix B).

Assignment number	Unique number
Assignment 01:	891645
Assignment 02:	530786

8.4 Assignment due dates**FIRST SEMESTER**

The first semester assignments can be found under the Addendum (Appendix A).

Assignment number	Submission date
Assignment 01:	23 March 2020
Assignment 02:	17 April 2020

SECOND SEMESTER

The second semester assignments can be found under the Addendum (Appendix B).

Assignment number	Submission date
Assignment 01:	24 August 2020
Assignment 02:	21 September 2020

8.5 Submission of assignments

Assignments are seen as part of the study material for this module. You will thus be actively engaged in learning when you do the assignments, study the study guide and discuss the work with fellow students or lecturers. **Your assignments must reach us on or before the submission date.** For detailed information and requirements as far as assignments are concerned, see the publication *Study@Unisa*.

TAKE NOTE: ASSIGNMENTS RECEIVED AFTER THE FINAL SUBMISSION DATE WILL NOT BE MARKED

No extension for the submission of the assignments will be given. Please **DO NOT** approach your lecturers with such requests, as we are unable to grant extensions.

8.6 The assignments

There are two assignments per semester. The total of each **assignment** is **20 marks**.

FIRST SEMESTER

- Assignment 1 is a written/typed assignment and consists of **06** questions.
- Assignment 2 consists of 10 multiple-choice questions for which a **mark-reading sheet** must be completed.

SECOND SEMESTER

- Assignment 1 is a written/typed assignment and consists of **06** questions.
- Assignment 2 consists of 10 multiple-choice questions for which a **mark-reading sheet** must be completed.

Assignments are part of the study material for this module. When you do the assignments, study the study guide and the prescribed textbook and discuss the work with fellow students or e-tutors, you will be actively engaged in learning.

In some of your assignment questions, we expect you to use your knowledge of the general principles of contracts in South Africa to analyse and evaluate problem situations, to identify the relevant legal issues, to apply the relevant legal principles to those issues and to suggest solutions and provide responsible advice.

When answering problem type questions, it is important to identify for yourself the area of the work which contains the answer. Once you have identified the area, set out the relevant legal principles, deal only with those principles that relate to the given facts and apply these principles to the facts. It is important to illustrate how the law applies to the factual situation you have been asked to solve. Finally, state your conclusion or provide advice.

The two compulsory assignments:

- (a) There is ONE multiple-choice assignment and ONE written assignment.
- (b) Assignments consisting of multiple-choice questions **must be answered on a mark-reading sheet** that will be marked by the computer. Check that UNISA has supplied you with mark-reading sheets.
- (c) Written/typed assignments must be submitted as typed/written documents for assessment. Because it is a written assignment, **NO mark-reading sheet** is used.
- (d) **Students may submit assignments done on mark-reading sheets (assignment 02) by post or electronically via myUnisa.** Assignments may **not** be submitted by fax or e-mail. **Written assignment 02 answers on a sheet of paper WILL NOT be marked.**
- (e) **Students may submit written/typed assignments (assignment 01) by post or electronically via myUnisa.** Assignments may **not** be submitted by fax or e-mail. When submitting your written/typed assignment electronically via *myUnisa*, please make sure that your assignment is submitted in **PDF format**.
- (f) For detailed information and requirements as far as assignments are concerned, see the publication **Study@Unisa** which you have received with your study material. You will find instructions on the use of mark-reading sheets for answering multiple-choice questions in the publication **Study@Unisa**. Read these instructions carefully and follow them strictly to avoid unnecessary mistakes.
- (g) Assignments submitted by post/mail should be addressed to:

The Registrar
PO Box 392
UNISA
0003

- (h) When submitting an assignment on a mark-reading sheet by post/mail, you must send **ONLY YOUR MARK-READING SHEET** in an envelope. **DO NOT** include a cover sheet with your mark-reading sheet.
- (i) When submitting a written/typed assignment by post/mail, you must **INCLUDE** a **cover sheet** with your assignment.
- (j) To submit an assignment **via myUnisa**:

Go to **myUnisa**.

- * Log in with your student number and password.
- * Select the module.
- * Click on assignments in the left-hand menu.
- * Click on the assignment number you want to submit.
- * Follow the instructions on the screen.

- (k) Please remember to allocate the same unique number to the assignment as the one given in this tutorial letter. **Remember that your first assignment must be numbered 01 and your second assignment must be numbered 02.**
- (l) Please ensure that your name, address, student number, module code, assignment number and unique number for both your assignments appear correctly when submitting them. **This information must be absolutely correct.**
- (m) It is wise to **make copies of assignments** before submitting them, in case they get lost in the post.
- (n) **DO NOT submit the same assignment a second time. The computer will simply reject it as a duplicate assignment.**
- (o) Soon after the closing date of the multiple-choice assignment, you will receive a computer printout giving your answers, the correct answers, and your marks for the assignment. For the written assignment, markers will comment constructively on your work. You will also receive Tutorial Letters, **CLA1501/201/2020**, with feedback on all the written questions for assignment 01 and **CLA1501/202/2020** with commentaries on all the multiple choice questions for assignment 02.

Please note: Each year a number of students submit faulty mark-reading sheets which cannot be processed by the computer. Sheets that are rejected by the computer are returned to students without being marked.
- (p) Do not plagiarise. **Plagiarism** is the act of taking words, ideas and thoughts of others and passing them off as your own. It is a form of theft which involves a number of dishonest academic activities.

PLEASE NOTE: Each student must submit his or her own work. It is unacceptable for students to submit identical assignments on the basis that they worked together. This will amount to plagiarism and none of these assignments will be marked. Furthermore, these students may be penalised or subjected to disciplinary proceedings of the University.

PLEASE FOLLOW THE ABOVE INSTRUCTIONS CAREFULLY

Commentaries and feedback on assignments

The feedback and commentaries on the two compulsory assignments **will be sent to all students registered for this module** in Tutorial Letters, **CLA1501/201/2020** and **CLA1501/202/2020**, respectively, as mentioned above.

As soon as you have received the commentaries and feedback, please check your answers. The assignments, the commentaries and feedback on the assignments constitute an important part of your study material for the examination.

8.7 Other assessment methods

There are no other assessment methods than those set out above.

8.8 The examination

For general information and requirements about the examination, see the publication ***Study@Unisa.***

Examination admission:

All students who submit the compulsory assignment 01 on time (before or on the date of submission) will be admitted to the examination. Students who do not submit this assignment before or on the due date will, irrespective of the mark obtained for the assignment, not receive admission to write the examination. The marks obtained for the two compulsory assignments will count 20% towards your final mark provided you obtain an examination mark of at least 40%.

Therefore, you need to obtain a sub-minimum of at least 40% in the examination before your year mark can be taken into account. This means that a student who has obtained at least 40% in the examination and who has a good year mark will have a great advantage above another student who has no year mark or a poor year mark.

Examination period:

This module is a semester module. This means that if you are registered for the first semester you will write the examination in **May/June 2020** and the supplementary examination will be written in **October/November 2020**. If you are registered for the second semester you will write the examination in **October/November 2020** and the supplementary examination will be written in **May/June 2021**.

During the course of the semester, the Examination Section will provide you with information regarding examination venues, examination dates, examination times and examination in general.

Examination paper:

At the end of the semester you will write **one two-hour paper** on this module. The examination paper consists of **multiple-choice questions** as well as **written questions**. The total allocation for the paper is **80 marks**. In Tutorial Letter **CLA1501/102/2020** we shall send you more information on the format of the examination paper.

Previous examination papers:

Previous examination papers are available to students on *myUnisa*. However, please note that the format of the examination paper changed from 2017. The paper will consist of multiple choice questions (40 marks in total) and written questions (40 marks in total). Some of the previous examination papers that are available on *myUnisa* might therefore only contain multiple-choice questions. These papers will give you an idea of the kind of questions you may expect in the examination. **Lecturers will not mark these papers, nor supply the correct answers to the questions.**

You may also accept that examination questions will be similar to the questions asked in the activities in your study guide and in the assignments.

9 FREQUENTLY ASKED QUESTIONS

(a) Do I really need to buy the prescribed textbook?

YES. The prescribed textbook is CRUCIAL for the CLA1501 module since assignments and examinations are set from the textbook.

(b) Do I need to study the whole prescribed textbook?

NO. For the CLA1501 module, you ONLY need to study CHAPTERS 1 – 12.

(c) Is there a scope of work?

NO. You have to study ALL prescribed chapters. There is NO SCOPING.

(d) Are there memorandums available for previous exam papers?

NO. No memorandums are available and lecturers will also not provide students with answers to previous question papers, nor mark these papers.

(e) When can I expect feedback regarding my assignments?

You will receive feedback as soon as the marking of assignments is completed. Your marked assignments will be send back to you and the commentaries and feedback of the assignments (TUTORIAL LETTERS 201 and 202) will be released **after** the due dates of the assignments.

(f) What must I do if I have missed the exam?

An aegrotat or special examination may be granted only in terms of **Rule 18** in the *myRegistration* Unisa Publication.

The specific module for which an aegrotat examination is requested, must be indicated in the application. Candidates must have obtained examination admission in respect of the relevant module.

Aegrotat examinations

Each application for an aegrotat examination must be accompanied by a satisfactory medical certificate issued by a Medical Practitioner registered with the SA Medical and Dental Council. The medical certificate must specify the nature, the commencing date and the duration of the illness, and declare that for health reasons it was impossible or undesirable for the candidate to sit for the examination on the day(s) concerned.

- Illness on the day or immediately prior to or during the examination:
You must ensure that the dates on your medical certificate correspond with your examination dates. Your student number must appear on all documents.

Special examinations

- personal circumstances such as work commitments, serious illness or death of a relative during the examination period.

How to apply

Please complete the prescribed form or write a letter containing your student number and module/s concerned.

Your application for aegrotat/special examinations must be accompanied by a medical certificate or other documentary evidence giving FULL details as to why the candidate was prevented from writing the examination. The prescribed examination fee must accompany the application. Applications must be submitted WITHIN 10 DAYS of the date on which the examination was written to the following address:

Registrar (Academic), PO Box 392, Unisa 0003

[Electronic application form](#) available at:

<http://www.unisa.ac.za/static/myunisa/content/documents/aegrotat-special-exam-application-form.pdf>

or via e-mail: aegrotats@unisa.ac.za (Student number must appear in the subject heading)

Late or incomplete applications will not be considered. Examination fees are not refundable or transferable.

No alternative dates or times can be arranged in cases where examination dates or times clash.

Where a student qualifies for both an aegrotat or special examination as well as a supplementary examination in terms of General information and Rules G10(4), should the examination dates and/or times clash, the supplementary examination will lapse.

Examinations for the physically handicapped

A physically handicapped student who is unable to write his/her examination at an approved venue, must apply annually in writing before 01 March for the May/June examinations and before 01 August for the October/November or January/February examination to write at a special venue, and submit a medical certificate specifying the nature of his/her handicap. The same applies for a handicapped student who requires special examination arrangements.

PLEASE NOTE: Lecturers do not administer the examination process.

See also the ***Study@Unisa*** publication which contains an A-Z guide of the most relevant study information.

10 SOURCES CONSULTED

Not applicable for this module.

11 IN CLOSING

We encourage you to immediately start studying and not wait for the last minute to do your assignments or prepare for the examination. Your success is our priority, because through you we will achieve our goal.

Make sure that you are familiar with the due dates and that the unique numbers reflect correctly on your assignments.

12 ADDENDUM

APPENDIX A: FIRST SEMESTER COMPULSORY ASSIGNMENTS:

ASSIGNMENT 1

Unique number: 876963

Submission date: 23 March 2020

QUESTION 1

- 1.1 The South African legal system, unlike Roman law, is not codified. Explain the meaning of this statement. (2)
- 1.2 South African courts consist of superior and lower courts. List **THREE** officers that are found in the superior courts. (3)

QUESTION 2

Fill in the missing words:

- 2.1 _____ is a social science; it has to provide for the changing needs of a developing community and consequently is inseparably bound up with the community it has to serve. (1)
- 2.2 The doctrine of _____ literally means “the decision stands”. (1)
- 2.3 Ownership is protected primarily by granting the owner the remedy known as the _____. (1)
- 2.4 A right of _____ is a limited real right over the property of another, which confers on the holder of the right specific powers to use the property in a particular way. (1)
- 2.5 _____ is the most important example of a personal servitude. (1)

QUESTION 3

Briefly explain capacity to act.

(1)

QUESTION 4

The primary purpose when creating contracts is their fulfilment or discharge by due and proper performance. Unfortunately, not all contracts end in this way. Where the intended result is not achieved, because of the fault of one of the contracting parties, the party commits breach of contract.

Name **FOUR** different forms of breach of contract.

(4)

QUESTION 5

Name and briefly discuss the **TWO** methods through which ownership may be transferred.

(4)

QUESTION 6

Joe borrows R10 000 from Nick. They both agree that Nick will repay the loan in five equal instalments over the following five months. At the end of the first month Joe pays R2000 and refuses to pay any of the other instalments.

Indicate the period of prescription in respect of this debt.

(1)

TOTAL: Assignment 1: [20]**ASSIGNMENT 2**

Unique number: 708085

Submission date: 17 April 2020

QUESTION 1

Which **ONE** of the following was compiled/codified during the reign of the Emperor Justinian?

- 1 *Corpus Iuris Civilis*
- 2 Roman – Dutch Law
- 3 Customary Law
- 4 Common Law

(2)

QUESTION 2

Which **ONE** of the following sources of the law has only persuasive authority in a South African court and is **NOT** viewed as an authoritative source?

- 1 Judgments of the Dutch courts before 1652
- 2 English law
- 3 Dutch legislation before 1652
- 4 Roman law

(2)

QUESTION 3

Jane's well-earned reputation as a famous and respected inventor is an example of...

- 1 a real right.
- 2 an immaterial property right.
- 3 a personality right.
- 4 a personal right.

(2)

QUESTION 4

Fred catches a wild pigeon with the intention of taming it and keeping it as a pet.

Which **ONE** of the following methods has Fred used to acquire ownership of the wild pigeon?

- 1 a derivative method
- 2 prescription
- 3 occupation
- 4 possession

(2)

QUESTION 5

In which **ONE** of the following situations was a **VALID** contract concluded?

- 1 Lauren engages a professional caterer to provide food for a party to which ten guests have been invited. Thirty minutes after the agreed time, five guests phone Lauren and inform her that they will miss the appointment. Lauren wants to sue the guests for breach of contract.
- 2 John, exceedingly drunk, undertakes in front of witnesses at Papa's Bar, to give one of his cars to Alex if Alex fixes his house's broken windows in exchange. Moments later John collapses in the street. The next morning, he remembers nothing of his agreement with Alex.
- 3 The organizers of the *Rhino 2008 Rally* make an offer to pay Rex R20 000 if he can drive the 500 kilometres between Johannesburg and Bloemfontein in an hour. Rex accepts the offer.
- 4 Peter and Andrew agree that Peter will hand R100 to Andrew and that Andrew will hand over his silver pen to Peter in full exchange.

(2)

QUESTION 6

Belinda helped Alet to move her furniture. Belinda was injured during the move due to Alet's negligence. Belinda's left leg was injured and she suffered both physical injuries and patrimonial damage. She claimed her damage from Alet. Alet offered to pay R2 500 in full and final settlement of Belinda's claim. Belinda refused and expressly stated that she would only accept an offer of R3 000. Alet refused to increase the offer.

Which **ONE** of the following statements is **CORRECT**?

- 1 Belinda can accept the original offer after her request for an increased offer was rejected.
- 2 The request made by Belinda is a counter offer.
- 3 Belinda's offer remains open for a specific period of time.
- 4 Belinda cannot accept the original offer, because it was revoked.

(2)

QUESTION 7

Aunt Molly is sick in hospital and fears that she won't live much longer. Her nephew, Gary, visits her every day and agrees to feed her ten cats back home. In return for feeding the cats, he persuades her to sell him her car for far less than its market value. Aunt Molly has no other choice but to agree to the sale of the car as there is no one else to feed her precious cats.

Which **ONE** of the following statements is **INCORRECT**?

- 1 Aunt Molly contracts to her detriment as a result of undue influence.
- 2 Aunt Molly can choose to uphold the contract.
- 3 Aunt Molly can cancel the contract and claim damages.
- 4 Aunt Molly was forced into the contract and therefore it is null and void.

(2)

QUESTION 8

Which **ONE** of the following could have an influence on a natural person's legal capacity?

- 1 mental deficiency
- 2 being under the influence of alcohol or drugs
- 3 having been declared a prodigal by the High Court
- 4 none of the above

(2)

QUESTION 9

Wendy, who is sixteen years old, works as a cook at Ekaya Restaurant. Wendy started to work as she wanted to supplement the R500 a month pocket money she receives from her parents. One Saturday evening just after she finishes her shift, Wendy borrows R1 000 from Sello, the owner of the restaurant. The next Saturday evening Wendy fails to show up for work and Sello finds out that Wendy no longer intends working at the restaurant.

Sello contacts Wendy and he demands his money back, but Wendy tells him that she cannot pay him back as she has given her new boyfriend a watch which she bought for R300 and has spent R200 on school textbooks. She tells Sello that with the rest of the money she bought a gold bracelet which she gave to her grandmother for her eightieth birthday. Sello approaches Wendy's father, Sam, but Sam refuses to discuss the matter with Sello. Sam informs Sello that he does not accept any liability for Wendy's debt and that he thinks Sello is crazy to lend a sixteen-year-old girl R1 000.

Which **ONE** of the following statements is **CORRECT**?

- 1 Sello may sue Wendy for unjustified enrichment for the amount of R1 000.
- 2 Sello may sue Wendy for unjustified enrichment for the amount of R200.
- 3 Sello may claim surrender of the watch and the gold bracelet or their value.
- 4 Sello may sue Sam for unjustified enrichment for the amount of R200.

(2)

QUESTION 10

Joel owes Jack an amount of R70 000. Joel and Jack enter into an agreement in terms of which Jack will cancel 30% of the debt if Joel agrees to sponsor Jack's visit to the "Blue House" brothel.

Which **ONE** of the following statements is **CORRECT**?

- 1 Joel and Jack's contract is unlawful because their agreement is contrary to good morals.
- 2 Joel and Jack's contract is lawful because they both have capacity to enter into juristic acts.
- 3 Joel and Jack's contract is unlawful because their agreement is contrary to public policy.
- 4 Joel and Jack's contract is lawful because they have reached consensus.

(2)

TOTAL: Assignment 2: [20]

APPENDIX B: SECOND SEMESTER COMPULSORY ASSIGNMENTS:

ASSIGNMENT 1

Unique number: 891645

Submission date: 24 August 2020

QUESTION 1

- 1.1 Which **FIVE** matters cannot be taken to the Small Claims Court even if they involve amounts of R15 000 or less.

(5)

QUESTION 2

- 2.1 Before the age of majority was changed to 18 years the traditional age of majority in South Africa was _____ years.

(1)

- 2.2 _____ occurs where the guardian allows the minor to lead an economically independent existence. The consent must, however, appear from some act which shows the guardian's consent.

(1)

- 2.3 The essential feature of a _____ contract is that one party undertakes to render performance to another if some uncertain future event, which is dependent on chance or luck, occurs.

(1)

2.4 In terms of the _____, once a contract has been reduced to writing or integrated into a single complete document, the written document is the only record of the agreement, and it is this document which has to be interpreted in order to determine the content of the contract.

(1)

2.5 _____ as a form of breach of contract is understood as any behaviour by a party to a contract indicating that he or she may not honour the obligations under the contract.

(1)

QUESTION 3

There are special rules with regard to offer and acceptance. Give **FOUR** examples of statements that are not offers.

(4)

QUESTION 4

Discuss the capacity, or otherwise to perform juristic acts of the following legal subjects:

4.1 JD Maduna Electric Fence Installation and Repair Services CC (a close corporation).

(2)

4.2 Sarah, a 15-year old, left behind by parents who emigrated to Norway. Sarah has a good job as a beautician and also owns a flat.

(2)

QUESTION 5

Briefly explain legal capacity.

(1)

QUESTION 6

Personal rights arise from obligations. Name **ONE** source which may give rise to rights and obligations between legal subjects.

(1)

TOTAL: Assignment 1: [20]

ASSIGNMENT 2

Unique number: 530786

Submission date: 21 September 2020

QUESTION 1

After 12 years in a business partnership, which sells tyres, Timothy wants to terminate Timothy and Polly's business partnership. Since Timothy's business partner, Polly, will be entitled to half the assets of the partnership at the time of the termination, he concludes a contract with a professional killer, Mr Assassin, in terms of which he will pay Mr Assassin the amount of R10 000 to kill Polly. The next day Polly dies of natural causes.

Which **ONE** of the following statements is **CORRECT**?

- 1 Mr Assassin is not entitled to payment in terms of the contract because performance has become impossible.
- 2 Mr Assassin is not entitled to payment because the agreement between him and Timothy is contrary to public policy.
- 3 Mr Assassin is entitled to payment in terms of the contract because performance has become impossible.
- 4 Mr Assassin is not entitled to payment because it is an implied term of the contract that Polly must be killed by Mr Assassin, not die of natural causes.

(2)

QUESTION 2

Marcel is very excited. He has just heard that he has won a new jeep. He phones Ryan and tells him the good news. Marcel offers to give his old jeep to Ryan, who gladly accepts the offer. They agree that Marcel will deliver the old jeep to Ryan once he has received his new jeep.

Which **ONE** of the following statements regarding the validity of the agreement between Marcel and Ryan is **CORRECT**?

- 1 A valid contract has been concluded.
- 2 The agreement between them is not a contract, because no price has been specified.
- 3 A valid contract will only arise once Marcel has received his new jeep.
- 4 The agreement is void, because it is not contained in a written document.

(2)

QUESTION 3

Tumi owes Peter R20 000 and he asks Rafa to stand surety for his debt. Rafa asks for your advice. He says he is not certain whether:

- A if the suretyship contract is in writing, he is the only person who can sign it
- B the suretyship contract must be in writing
- C the suretyship contract can be concluded orally or in writing
- D the surety or his agent can sign the suretyship contract

Advise Rafa on which of the above statements are **CORRECT**?

- 1 only A and C
- 2 only A and B
- 3 only B and D
- 4 only C and D

(2)

QUESTION 4

Choose **ONE** word from the options provided below to complete the following sentence **CORRECTLY**.

“..... are terms which the law attaches to every contract of a particular class.”

- 1 *Essentialia*
- 2 *Naturalia*
- 3 *Incidentalia*
- 4 None of the above

(2)

QUESTION 5

Rose enters into an agreement with her friend Sandra in terms of which Rose will use Sandra's house until she buys her own house.

This is an example of a ...

- 1 resolutive condition.
- 2 suspensive condition.
- 3 resolutive time clause.
- 4 suspensive time clause.

(2)

QUESTION 6

Charlie and Melby conclude a contract of sale in terms of which Plot 200 is sold to Melby for R200 000. Charlie's secretary types the written agreement the following day and erroneously indicates the price as R20 000. Charlie and Melby sign the agreement without checking it.

Which **ONE** of the following statements is **CORRECT**?

- 1 Because the agreement is in writing, the parol evidence rule will exclude evidence regarding an oral agreement concluded prior to the written agreement.
- 2 Because oral contracts of sale for the alienation of land are not valid, the parties will be bound to the price of R20 000.
- 3 The written contract is void because of mistake. Evidence of the oral contract will be admissible in terms of the general principles involved in the interpretation of contracts.
- 4 The written contract may be rectified. The parol evidence rule will not exclude evidence of the parties' true intention, where the written contract does not reflect this.

(2)

QUESTION 7

Sarah and Cello conclude a written agreement for the sale of a three-piece cutlery set. At a later stage Cello discovers that he accidentally wrote “a four-piece cutlery set”.

Which **ONE** of the following statements is **CORRECT**?

- 1 Cello will have to deliver a four-piece cutlery set because the mistake occurred as a result of his negligence.
- 2 Cello will have to deliver a four-piece cutlery set because the parol evidence rule precludes him from relying on the intended agreement.
- 3 Cello can apply for the rectification of the agreement.
- 4 The contract between the parties is void for uncertainty.

(2)

QUESTION 8

Themba and Kwena conclude a contract of sale for the property 25 Meerhof Gardens, which belongs to Kwena. Their contract stipulates that Themba must pay an amount of R50 000 as deposit on the purchase price within two days of Kwena's acceptance of the offer. The money must be paid into Kwena's bank account, and Kwena must provide Themba with the name of his bank, the account number and the branch code. Four days after Kwena has accepted Themba's offer, Kwena still has not provided the required information to Themba.

Which **ONE** of the following statements is **CORRECT**?

- 1 Themba has committed breach of contract in the form of *mora debitoris*, as he has not paid the deposit.
- 2 Kwena has committed breach of contract in the form of *mora creditoris*, as he has neglected to give his co-operation to enable Themba to fulfil his obligation with regard to the deposit.
- 3 As Themba spent the R50 000 before he received the necessary information from Kwena, supervening impossibility of performance has occurred, and their contract is terminated.
- 4 Kwena is entitled to cancel the contract if he has given Themba notice of intention to cancel the contract and a reasonable time to comply with his obligation to pay the deposit.

(2)

QUESTION 9

Which **ONE** of the following statements is **CORRECT**?

- 1 Repudiation is a form of breach of contract which always entitles the innocent party to cancel the contract.
- 2 Repudiation is a form of breach of contract which never entitles the innocent party to cancel the contract.
- 3 Although repudiation is a form of breach of contract, it does not necessarily entitle the innocent party to cancel the contract.
- 4 Repudiation is not a form of breach of contract.

(2)

QUESTION 10

June works for Ananda as a hairdresser. A restraint of trade agreement is included in their contract of employment. This agreement stipulates that June may not work for any rival business within a radius of five kilometres from Ananda's business, for a period of five years after she has left the employment of Ananda. After working for Ananda for three years, June resigns to take care of her family. After staying at home for the next two years, June is offered a job by Maria, also a hairdresser, in the Jacksons complex as Ananda's salon. June accepts the offer.

Which **ONE** of the following statements is **INCORRECT**?

- 1 June committed breach of contract when she accepted the offer from Maria, and Ananda is entitled to a relief.
- 2 Ananda can apply for a prohibitory interdict to stop June from working in contravention of their restraint of trade agreement.
- 3 Ananda can apply for an interdict even if June was offered the job by Maria.
- 4 Ananda cannot apply for an interdict because June stayed home for two years without earning a salary.

(2)

TOTAL: Assignment 2: [20]

We hope that you will enjoy this module and we wish you success with your studies.

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