



HERBERT CHITEPO SCHOOL OF LAW SCHOOL AND BUSINESS SCIENCES

DEPARTMENT OF LAW

BACHELOR OF LAWS HONOURS DEGREE

LEVEL 2 SEMESTER 1

EXAMINATION QUESTION PAPER

MODULE CODE	LLB 213
MODULE NARRATION	LAW OF CONTRACT
DATE	2024
DURATION	3 HOURS

INSTRUCTIONS TO CANDIDATES:

1. Answer Question 1 from Section A, which is compulsory and any TWO questions from Section B.
 2. You are advised to read all questions carefully before attempting to answer any.
 3. You are advised to cite relevant authorities to support your answers.
 4. This paper consists of four pages including the cover page.
 5. Write legibly.
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SECTION A

THIS QUESTION IS COMPULSORY

QUESTION 1

During the month of February, Cathrine was in negotiations with Fred for him to install an enhanced cyber-security system for 3rd party data held by Cathrine. Cathrine was under an obligation to have the system in place by 1 May, otherwise her insurance premium would be increased by \$1000.00. Cathrine and Fred had agreed that the price for the work was \$5000.00 and the completion date agreed was 15 April. Although Cathrine and Fred were satisfied that there was nothing else left to agree, they wanted the agreement put into a legally binding contract and so they asked their respective lawyers to do this.

However, while their lawyers were continuing to negotiate over small details of the final contract, Fred told Cathrine on 10 March that unless he began work on the project soon, he would not be able to guarantee that he could have the work completed by the 15 April deadline. Both Cathrine and Fred agreed that Fred could start work immediately because they were in agreement over the main issues and what was left to agree was just “for the lawyers”.

On 1 April, Fred called Cathrine to say that as they were working on the cyber-security system it had become clear that due to the delay in starting the project because the lawyers could not get their act together, he would be unable to meet the 15 April deadline. Cathrine said that this was unacceptable since Fred had promised to be able to complete the project if he was allowed to start it on 10 March. Fred said that as they still did not have a contract in place, he was under no legal obligation to continue working on the project at all. However, he said if Cathrine would pay Fred for two additional programmers, at a total cost of \$2000.00 in addition to the agreed \$5000.00 the project could still be completed by the 15 April deadline. Cathrine reluctantly agreed.

The project was completed on 15 April without a formal written contract having been signed. Cathrine has now told Fred that she will only pay the \$5000. 00 that they had initially agreed but not the extra \$2000.00 that she had promised. She did not believe that Fred had ever employed the additional programmers.

Advise Fred as to his legal position under the law of contract in these circumstances. **[30 Marks]**

SECTION B

ANSWER ANY TWO QUESTIONS FROM THIS SECTION

QUESTION 2

In what circumstances will our courts grant an interdict as a contractual remedy? Does it make a difference whether the interdict sought is an interlocutory or a final one? **[20 marks]**

QUESTION 3

With reference to case law and other authorities, critically analyse the extent to which our Courts adhere to the notion that Courts do not make contracts for the parties, especially where the contract is allegedly void for vagueness and where one party prays for an implied term to be read into a contract. **[20 Marks]**

QUESTION 4

Sheila agrees with Jane, the owner of a shopping mall in Masvingo, that Sheila will lease the restaurant premises situated on the second floor from Jane from 1 January 2024. The rent of \$8000.00 is payable at the end of every period of four months. Jane undertakes to see to it that the worn-out and stained pink carpets in the existing restaurant are replaced with terracotta tiles, because they look better and are easier to clean. The existing restaurant had no liquor licence and the parties agree that in exchange for a single payment of \$1 000.00 to be paid on 6 April, Jane will obtain the necessary permission from the Masvingo Town Council for liquor to be sold from the premises after the normal trading hours.

When Jane had received no rent by 10 May 2024, she makes enquiries. Sheila informs her that she does not intend to pay any rent for the first four months. When she attempted to take occupation of the premises on 1 January 2024, Sheila found that the decorators, Fabulous Flooring (Pvt) Ltd, had not finished their work. One half of the restaurant could not be used since the carpets had been ripped out, but no tiles laid. Fabulous Flooring (Pvt) Ltd only completed their work on 27 January 2024, with the result that the grand opening which Sheila had planned for her restaurant, and to

which she invited several television celebrities, had to be cancelled. She estimates that she had lost at least \$10 000.00 as a result of the cancellation of this event which would have provided her restaurant with excellent publicity. Furthermore, no liquor licence had yet been granted and Sheila was involved in a long and tiresome battle with the council to obtain a licence.

Did Sheila breach the contract? If so, is Jane entitled to any remedy (ies)? **[20 Marks]**

QUESTION 5

Write brief notes on the following terms in as far as they relate to the law of contract, each term carries 5 marks.

(a) Supervening impossibility.

(b) Compromise.

(c) Novation.

(d) Delegation.

[20 Marks]

TOTAL MARKS: 70

END OF EXAMINATION