

## STUDY UNIT 1

### INTRODUCTION TO THE CONTRACT OF LEASE

Relationship between  $\perp$  General principles of contract & specific contracts:

Every specific contract is first of all a contract & all  $\perp$  general principles of  $\perp$  law of contract will apply to it. ✓

- whether  $\perp$  alleged contract has been entered into

- whether  $\perp$  contract which was entered into is valid or void or is valid but voidable

- Whether there has been a breach of contract

- If so what remedies are available to a contractant based on his co-contractants breach  $\rightarrow$  All these ? have to be answered with reference to  $\perp$  general principles of  $\perp$  law of contract. ✓

### How & Why contracts are assigned to different Classes

It is  $\perp$  terms or contents of a contract  $\perp$  will determine whether a contract should be assigned to a specific class or assigned as a contract sui generis - contract  $\perp$  does not fit into any particular class. ✓

### Terms of a contract

- 1) Naturalia / Natural terms
- 2) Essentialia / Essential terms
- 3) Incidentalialia / Incidental terms



## The Essentialia of a contract

Essentialia of a contract are not terms that are essential for validity of a contract but they are necessary for classification of a contract into a specific class.

Contract of sale must contain 2 essential terms

— The seller undertakes to deliver 1 thing bought to 1 buyer

— 1 buyer undertakes to pay a certain amount of money in exchange for 1 thing.

↓ If a contract does not contain these 2 terms, it cannot be a contract of sale. ↓

Although it might be another type of specific contract if it contains all 1 essentialia of 1 other type of contract, if it doesn't contain

1 essentialia of any type of contract but is a valid contract it will be contract sui generis.



## STUDY UNIT 2

## The Naturalia of a contract.

- Identification of a contract as belonging to a particular class is important because it determines the natural terms of the contract.
- Naturalia are terms which are attached to a contract by operation of law (ex lege).
- The operation of the naturalia ultimately depends on the will of the parties. The parties could have excluded the naturalia if they desired.
- When parties enter into a contract, it is sufficient if they agree on the essentialia of the contract plus the naturalia by operation of law will provide sufficient particulars to ensure there can be no doubt about what they intended.
- Parties include terms into their contract for which the naturalia & essentialia do not provide i.e. additional terms called incidental.