

CLA 1501

MAY/JUNE EXAM MEMO

2017

Section A

QUESTION 1.

- a) The statement means that the law that applies in the republic of South Africa is drawn from various authoritative sources and the principle sources are statutes and decided cases. Unlike Roman law which is derived from one source particularly the *corpus iuris civilis*, hence it being regarded as codified because it is be found in one written source.
- b) The various officers that can be found in the superior courts are :
- The registrar.
  - Sheriffs.
  - Masters of the Court.
  - Legal Practitioners.
- C) (i) This is a derivative method of acquisition of ownership; Mack will only obtain ownership of the Property only after registration at the Deeds office since it is an immovable property.
- (ii) This is an example of an original method of acquisition of ownership through Occupation that is seizure of property that belongs to no one. Therefore Sibusiso will obtain ownership of the rabbits by mere catching since they belong to no-ne.
- (iii) This is an example of a derivative method of acquiring ownership of an immovable property through the delivery of the property; therefore Khamu will acquire ownership of the property upon delivery of the car to him by Mary.
- (iv) This is an example of an original method of acquisition of ownership through prescription where a person has enjoyed uninterrupted possession of property for a period of 30 years; therefore Musa will obtain ownership of the land through prescription.
- D) The three (3) sources of which may give rise to obligations between legal subjects are ;
- i. Conclusion of a Contract.
  - ii. Committing a delict.
  - iii. Unjustified enrichment.

- E) The basis for the creation of a valid contract is consensus amongst other formalities such as capacity to act, legal possibility, physical possibility and formalities. Consensus entails that parties must have a common intention to be seriously and contractually bound to the obligations and duties of the contract. This commitment creates the legal obligation which is essential in determining consensus between the parties, In Casu, the agreement in question sums up to a gentleman's agreement as the parties do not have the intention to be legally bound to each other ,even though all the other above mentioned requirements for formation of a valid contract have been met. Therefore, Mmchacka will not be successful with a legal action for breach of contract for the 15 guests who did not attend as no valid contract came into place due to absence of consensus.
- F) Factors influencing a person's capacity to act inter alia are ;
- i. Age
  - ii. Marriage.

## QUESTION 2.

- (a) The requirements for a valid offer are
- i. The offer must be made with the intention that the offeror will be legally bound by the mere acceptance thereof by the offeree.
  - ii. The offer must be complete.
  - iii. The offer , as well as the acceptance , must be clear and certain
  - iv. The offer or acceptances can be made expressly or tacitly by means of conduct.
  - v. The offer must be addressed either to a particular person or persons, or in general to an unknown person or persons to the general public.
- (b) (i) With regards to contracts of sale of movable property, the contract will be concluded upon delivery of such movable property, therefore Morebene Shopping Centre will be the place when and where the contract was concluded since it is the place where the delivery of the property took place and also payment of the property was effected.
- (ii) Yes but the withdrawal of the acceptance has to be done before the letter of acceptance has been accepted.
- (c) Yes , the agreement is valid since parties have reached consensus and have made their intentions known to one another ,this can be determined by an offer and acceptance which can be done expressly or tacitly through conduct .In Casu , the nodding of the head by Juliet is a Tacit expression through conduct to be contractually bound by the agreement.

### QUESTION 3

- (a) – 3.3.
- (b) – 3.5.
- (c) – 3.1.
- (d) – 3.2.
- (e) – 3.4.

### SECTION B

1. – 3.
2. – 2.
3. – 1.
4. – 3.
5. – 1.
6. – 1.
7. – 2.
8. – 1.
9. – 4.
10. – 2.
11. – 3.
12. – 3.
13. – 4.
14. – 4.
15. – 2.
16. – 4.
17. – 4.
18. – 1.
19. – 4.
20. – 2