

**IMPORTANT INFORMATION! READ THIS TUTORIAL LETTER
FIRST! PRESCRIBED MATERIAL! COMPULSORY
ASSIGNMENTS! SEMESTER MODULE! START IN TIME!**

DEPARTMENT OF MERCANTILE LAW

COMMERCIAL LAW 1A

(CLA1501)

Tutorial Letter 101/3/2011

Semester I and II

READ THIS FIRST

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1

A WORD OF WELCOME

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 (**CLA1501/101/2011**) contains important information concerning this module. We urge you to read it carefully and to keep it at hand when working through the tutorial 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 both semesters and instructions on the preparation and submission of the assignments (**See 6.2 below regarding the importance of the assignments for admission to the examinations and obtaining a year mark for the module.**)

This tutorial letter also provides all the information you need with regard to the prescribed tutorial material and how to obtain it. Please study this information carefully and make sure that you obtain the prescribed material as soon as possible.

Finally, we include in this tutorial letter certain general and administrative information concerning this module. Please study this section of the letter carefully.

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

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

2

COMMUNICATION WITH YOUR LECTURERS

Only queries that are **about the contents of this module** should be directed to us. Please have your study material and student number at hand when you contact us regarding the content of the module.

Letters should be sent to:

The lecturer (CLA1501)
 Department of Mercantile Law
 PO Box 392
UNISA
 0003

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

Letters may be **faxed** to us. Our fax number is: (012) 429-3343.

The telephone number for the **Unisa** Contact Centre is:

0861 670 411: RSA Calls
+27 11 670 9000: International Calls

Please use these numbers until you receive tutorial letter **CLA1501/102/3/2011** in which the telephone numbers of the specific lecturers involved in the module are supplied. Phone calls made to us when we are not available will be forwarded to an answering machine. You can therefore leave voicemail messages for your lecturers at any time of the day or night. We shall reply to you as soon as possible. **Remember to supply a telephone number where you can be reached.**

You are welcome to visit us to discuss queries about or problems with the contents of the module. However, **please make an appointment beforehand**, otherwise you run the risk of the lecturer not being available to see you. Our offices are on the 6th floor of the **Cas van Vuuren Building**, Main Campus, Muckleneuk, Pretoria.

Students who have access to the Internet may contact the lecturers by means of **e-mail** at **myUnisa**.

3 COMMUNICATION WITH THE UNIVERSITY ADMINISTRATION

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

For all administrative enquiries students must use the following contact information:

Calls – RSA only: 0861 670 411 (**UNISA** Contact Centre)
International Calls: +27 11 670 9000
Fax Number: (012) 429 4150 / +27 12 429 4150
Email: study-info@unisa.ac.za

PLEASE NOTE:

- You may enclose more than one letter in the same envelope. However, do not write to more than one department in one letter - this will cause delay. Write a separate letter to each department and mark each letter clearly: "For attention: (the relevant department for example, Assignments, Despatch or Examination Section)".
- When writing to the University, always give your student number, the name of the module and the module code at the beginning of the letter.
- Remember to have your student number ready whenever you contact the University.
- Please include your address and telephone number in a letter if you want a reply.
- **Remember: Letters to lecturers may not be enclosed with or inserted into assignments.**

3.1 CONTACT WITH FELLOW STUDENTS

3.1.1 Study Groups

It is advisable to form study groups and to have contact with fellow students. The addresses of students in your area may be obtained from the following department:

Department of Undergraduate Student Affairs
PO Box 392
UNISA
0003

3.1.2 myUnisa

The **myUnisa** learner management system is Unisa's new virtual campus that will help students to communicate with their lecturers, with other students and with the administrative departments of **Unisa** – all through the internet.

To go to the **myUnisa** web site, start at the main **Unisa** website, <https://www.unisa.ac.za>, and then click on the orange **myUnisa** button on the right-hand side of the screen. You can also go there directly by typing in <https://my.unisa.ac.za>.

Please consult the publication **My studies @ Unisa** which you received with your study material for more information on **myUnisa**.

3.2 DISCUSSION CLASSES

There will be **no** discussion classes for this module in 2011.

4 TUTOR SUPPORT PROGRAMME

Unisa has established centres where students may study, obtain library services and gain academic as well as general support in the form of tutorials given by tutors appointed by the University. These services are available to all **Unisa** students on payment of a registration fee. Students who wish to obtain information about tutorial support services should consult the publication **My studies @ Unisa** in this regard.

5 TUTORIAL MATERIAL

5.1 INVENTORY

When you receive your study material, you will also receive an **INVENTORY FOR THE CURRENT SEMESTER** which lists only the items dispatched to you. All other study material will be dispatched to you when it becomes available.

Check the tutorial material you have received against the inventory. You should have received all the items specified in the inventory. If any item is missing, follow the instructions on the back of the inventory without delay. **If an item is marked "out of stock", it will be dispatched to you when it becomes available.**

PLEASE NOTE: Your lecturers cannot help you with missing tutorial material. Please contact the Department of Despatch by using the following contact information:

Calls – RSA only: 0861 670 411 (**UNISA** Contact Centre)
International Calls: +27 11 670 9000
Fax Number: (012) 429 4150 / +27 12 429 4150
Email: study-info@unisa.ac.za

More information about the inventory letter is contained in the publication *My studies @ Unisa*, which you received with your tutorial material.

5.2 TUTORIAL MATERIAL

The tutorial material for CLA1501 consists of the following:

- (a) **prescribed textbook** (which you must purchase yourself)
- (b) **study guide and tutorial letters** (which you will receive from the Department of Despatch)

PLEASE NOTE: All the tutorial letters will not necessarily be available at the time of your registration. Tutorial letters will be dispatched to students as soon as they are available. All the tutorial letters are also available on *myUNISA*.

5.3 PRESCRIBED TEXTBOOK

The prescribed textbook for this module is: Havenga, M et al *General Principles of Commercial Law* 7 ed (2010) Juta. Please note that the **sixth** edition of the textbook should **not** be used for the course, as it is outdated in certain important aspects.

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

Should you encounter any difficulties with obtaining the book from the official bookshops, please contact the University (Prescribed Books) as soon as possible by using the following contact information:

Calls – RSA only: 0861 670 411 (**UNISA** Contact Centre)
International Calls: +27 11 670 9000
Fax Number: (012) 429 4150 / +27 12 429 4150
Email: study-info@unisa.ac.za

You may also order the book directly from the publisher. The address and telephone number is:

Juta & Co Ltd
PO Box 14373
KENWYN
7790

Telephone number (021) 797-5101

5.4 FURTHER TUTORIAL LETTERS

Apart from this Tutorial Letter, **CLA1501/101/3/2011**, you will receive other tutorial letters for CLA1501 during the semester. They are Tutorial Letter **CLA1501/102/3/2011** in which we introduce your lecturers, confirm the prescribed study material for the examination, inform you about changes to the study material, set out rules of the examination, and describe the kinds of questions which you may expect (**see 6.1 and 6.5 below**), and Tutorial Letter **CLA1501/201/3/2011**, which contains the memoranda and commentaries on the assignments. (**See 7.4 below**).

PLEASE NOTE: Tutorial letters are part of your tutorial material for assignments and examination purposes. Read and reread each tutorial letter; keep them for reference purposes, and study them again.

Students who have access to the Internet, can view the study guides and tutorial letters for the modules for which they are registered on the University's **myUnisa** facility at <https://my.unisa.ac.za>

6 EXAMINATION AND ADMISSION TO THE EXAMINATION

For general information and requirements as far as examinations are concerned, see the publication ***My studies @ Unisa*** which you received with your study material.

6.1 EXAMINATION

At the end of the semester you will write **one two-hour paper** on this module. The paper consists of multiple-choice questions only.

For the examination you have to study the study guide, the prescribed sections of your textbook, as well as the tutorial letters you receive during the course of the semester. In Tutorial Letter **CLA1501/102/3/2011** we shall send you more information on the format of the examination paper, as already mentioned under **5.4** above.

6.2 ADMISSION TO THE EXAMINATION AND FINAL MARKS

Submission of the first assignment is compulsory as it will give a student admission to the examination.

Secondly, the marks for this assignment will contribute **10%** to the student's final mark.

Submission of the second assignment is compulsory in that the marks a student obtains for this assignment, will contribute another **10%** to the student's final mark. (The examination contributes **80%** towards a student's final mark.)

Submission of the second assignment does not, however, give a student admission to the examination. Students who **do not submit the second assignment in addition to the first assignment**, will have admission to the examination, but they will lose the opportunity of adding the marks to be obtained for the second compulsory assignment to their final mark.

6.3 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 2011** and the supplementary examination, if applicable, will be written in **October/November 2011**. If you are registered for the second semester you will write the examination in **October/November 2011** and the supplementary examination, if applicable, will be written in **May/June 2012**.

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

6.4 PREVIOUS EXAMINATION PAPERS

Previous examination papers are available on *myUnisa*. **But please note that the lecturers will not mark these papers, nor supply the correct answers to the questions.**

6.5 TUTORIAL LETTER ON THE EXAMINATION

To help you with your preparation for the examination, you will receive Tutorial Letter **CLA1501/102/3/2011**, already mentioned above under **5.4** and **6.1**, in which we will explain the format of the examination paper, give you examples of questions that you may expect and set out clearly what material you have to study for examination purposes.

7 COMPULSORY ASSIGNMENTS

7.1 GENERAL

This tutorial letter contains information about the two compulsory assignments (**see 6.2 above**). Both assignments are **compulsory** and therefore must be submitted to the University for marking.

VERY IMPORTANT: Submission of the first compulsory assignment is a **prerequisite** for admission to the examination. (**See 6.2 above**).

7.2 SUBMISSION DATES

The submission dates for the assignments are as follows:

First semester:

Assignment number	Submission date
Assignment 01	14 March 2011
Assignment 02	11 April 2011

Second semester:

Assignment number	Submission date
Assignment 01	22 August 2011
Assignment 02	12 September 2011

Your assignments must **reach** us on or before the due dates. Detailed information and requirements on the handling of assignments appear in *My studies @ Unisa*.

NB: 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. The assignments are marked by computer immediately after the due date, and late submissions cannot be marked.

7.3 FORMAT OF ASSIGNMENTS AND ASSIGNMENT NUMBERS

- (a) Each of the two assignments consists of ten multiple-choice questions for which a **mark-reading sheet** must be completed.
- (b) Assignments consisting of multiple-choice questions **must be answered on a mark-reading sheet** that will be marked by computer. Check that **Unisa** has supplied you with mark-reading sheets.
- (c) **Students may submit assignments done on mark-reading sheets by post or electronically via myUnisa.** Assignments may **not** be submitted by fax or e-mail. **Written answers on a sheet of paper will not be marked.**
- (d) For detailed information and requirements as far as assignments are concerned, see the publication *My studies @ Unisa* which you received with your study material. You will find instructions on the use of mark-reading sheets for answering multiple-choice questions in *My studies @ Unisa*. Read these instructions carefully and follow them strictly to avoid unnecessary mistakes.
- (e) Assignments by mail should be addressed to:

The Registrar
PO Box 392
UNISA
0003
- (f) When submitting an assignment on a mark-reading sheet by mail, you must send **ONLY YOUR MARK-READING SHEET** in an envelope. **Do not** include a cover sheet with your mark-reading sheet.
- (g) To submit an assignment via *myUnisa*:
 - Go to *myUnisa*.
 - Log in with your student number and password.
 - Select the module from the orange bar.
 - Click on “assignments” in the left menu.
 - Click on the assignment number you want to submit.
 - Follow the instructions on the screen.
- (h) Please remember to allocate the same unique number to the assignment as the one given in the tutorial letter. Remember that your first assignment must be numbered 01 and your second assignment must be numbered 02.

- (i) Please ensure that your name, address, student number, module code, assignment number and unique number for the assignment (**see 7.5 below**) appear on the mark reading sheet, **and that this information is correct.**
- (j) It is wise to **make copies of assignments** before submitting them, in case they get lost in the post.
- (k) Do not submit the same assignment a second time. The computer will simply reject it as a duplicate assignment.
- (l) Soon after the closing date of each assignment you will receive a computer printout giving your answers, the correct answers, and your marks for the assignment. You will also receive a tutorial letter with detailed commentary on each question of each of the two assignments, Tutorial Letter **CLA1501/201/3/2011**, as mentioned above.

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.

THEREFORE, PLEASE FOLLOW THE INSTRUCTIONS CAREFULLY.

PLEASE NOTE

Enquiries about assignments (e.g. whether or not the University has received your assignments or the allocation of marks) must be addressed to the **Assignment Section** by using the following contact information:

Calls – RSA only: 0861 670 411 (**Unisa** Contact Centre)
 International Calls: +27 11 670 9000
 Fax Number: (012) 429 4150 / +27 12 429 4150
 Email: study-info@unisa.ac.za

NB: Remember to state your student number, the module code and assignment number in all enquiries about assignments.

7.4 COMMENTARIES ON ASSIGNMENTS

The commentaries on the two compulsory assignments **will be sent to all students registered for this module** in Tutorial Letter **CLA1501/201/3/2011**, mentioned above.

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

7.5 UNIQUE NUMBERS OF THE ASSIGNMENTS

Please ensure that you use the correct unique number on the mark-reading sheet. Without this, your assignment cannot be marked.

The **UNIQUE NUMBERS** for the assignments are as follows:

First semester:

Assignment number	Submission date	Unique number
Assignment 01	14 March 2011	365796
Assignment 02	11 April 2011	336656

Second semester:

Assignment number	Submission date	Unique number
Assignment 01	22 August 2011	224905
Assignment 02	12 September 2011	250147

COMPULSORY ASSIGNMENT 01

CHAPTERS 1-6 OF THE PRESCRIBED TEXTBOOK AND STUDY UNITS 1-6 IN THE STUDYGUIDE.

This assignment must be submitted on a mark reading sheet to the University for assessment.

QUESTION 1

Mr Senekal wants to sue Mrs Senekal for divorce. Which court should he approach?

- 1 the Supreme Court of Appeal
- 2 the High Court
- 3 the Magistrate's Court
- 4 the Constitutional Court

QUESTION 2

Susan buys Heloise's house and pays the full purchase price. Susan acquires ownership of the house on ...

- 1 conclusion of the contract of sale.
- 2 payment of the full purchase price.
- 3 registration of the transfer at a deeds office.
- 4 occupation of the house.

QUESTION 3

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

- 1 Sally engages a professional seafood caterer to provide seafood for her birthday party, to which twenty guests have been invited. All the guests confirm that they will attend Sally's birthday party. The day before the party ten of the guests inform Sally that they will not attend the party because they prefer to attend a street party on the same time and date in Sandton.
- 2 Nicolas enters into an agreement with himself and undertakes that he will save R500 each month by paying R500 into his savings account on the first day of each month.
- 3 Peter purchases a new pair of running shoes for R600 on the official website of Nike. The shoes will be delivered at his flat in Pretoria.
- 4 Reeze undertakes to sell the moon and one star to Shana for R500.

QUESTION 4

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

- 1 Freedom to contract is considered to be one of the cornerstones of the modern law of contract.
- 2 One is generally free to choose with whom and on what grounds one wants to contract with another.
- 3 Freedom to contract may not be limited.
- 4 A person may not conclude contracts which are unlawful or illegal.

QUESTION 5

Mr and Mrs Party invite 250 guests to the wedding reception of their daughter. They agree with Good Food Caterers that the cost of the reception will be calculated at R100 per guest. For that reason Mr and Mrs Party state expressly on the wedding invitation that no children are invited to the reception. No less than 20 children attend the reception. Good Food Caterers charges Mr and Mrs Party extra for the 20 additional guests.

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

- 1 Mr and Mrs Party may not claim the additional costs from the uninvited children, because, as minors, they are not liable for performance in terms of the contract, unless their parents or guardians ratify the contract.
- 2 Mr and Mrs Party may claim the additional costs from the parents or guardians of the children, because by bringing extra children to the reception contrary to the express statement in the offer (invitation) that children were not invited, they committed breach of contract.
- 3 Mr and Mrs Party may refuse to pay Good Food Caterers the additional amount for the uninvited children, since they made a mistake as to the number of guests who would attend the reception, and so did not agree to the additional expenses.
- 4 Mr and Mrs Party may not claim the additional costs from the parents or guardians of the (uninvited) children, since the invitation constitutes only a social arrangement and not a contract, and failure to abide by its conditions does not amount to breach of contract.

QUESTION 6

Which **ONE** of the following constitutes a **valid offer**?

- 1 David advertises his car for sale in the local newspaper.
- 2 Peter verbally offers to buy a farm belonging to Johnny for R500 000.
- 3 Sandy says she will pay a reward of R100 to anyone who finds her lost dog.
- 4 Dolly makes Johnny a written offer to buy his farm, but her letter is lost in the post.

QUESTION 7

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

- 1 An insolvent has limited capacity to act.
- 2 A person with prodigal tendencies has limited capacity to act.
- 3 A minor over the age of seven years has limited capacity to act.
- 4 A minor under the age of seven years has limited capacity to act.

QUESTION 8

Barney, a sixteen year old boy, inherited horses worth R90 000 from his late grandfather. Barney lives in a flat with his parents. He would therefore prefer to sell the horses and invest the money.

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

- 1 Barney needs his parents' assistance to sell the horses because he is a minor.
- 2 Barney does not need his parents' assistance to sell the horses because he inherited the horses.
- 3 Barney does not need his parents' assistance to sell the horses because he reached majority at the age of fourteen.
- 4 Barney needs his parents' assistance to sell the horses because the value of the horses is more than R50 000.

QUESTION 9

Which **ONE** of the following contracts is **NOT** legally impossible in terms of the common law?

- 1 Anna lends money to Barry, in order for him to divorce his wife, so that he can marry her.
- 2 Betty is angry because someone parked in her parking bay. She pays the car guard R10 to damage the wipers of the car.
- 3 Sam and Birgit are engaged. They include a clause in their antenuptial contract to the effect that Sam makes Birgit his heir.
- 4 Jeff and Joe decide to run a brothel and draw up an agreement on how they will divide the profits.

QUESTION 10

Gretchen works at the local Traffic Department. Gretchen sells drivers' licences to the public illegally. Nick pays the agreed purchase price of R500 in cash to Gretchen. Subsequently Gretchen refuses to deliver a driver's licence to Nick.

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

- 1 Nick can claim delivery of the driver's licence from Gretchen on the basis of the contract which arose between them.
- 2 Nick can reclaim the purchase price from Gretchen on the ground of unjustified enrichment.
- 3 The contract between Gretchen and Nick is void due to legal impossibility.
- 4 Options (2) and (3) above are both correct.

TOTAL: [10]

COMPULSORY ASSIGNMENT 02**CHAPTERS 6-12 OF THE PRESCRIBED TEXTBOOK AND STUDY UNITS 6-12 IN THE STUDYGUIDE.**

This assignment must be submitted on a mark reading sheet to the University for assessment.

QUESTION 1

Sifiso undertakes to deliver his Peugeot mountain bike to Motha. The contract further provides that Sifiso may, at his sole discretion, deliver another mountain bike of similar quality.

This is a/an ...

- 1 generic obligation.
- 2 facultative obligation.
- 3 alternative obligation.
- 4 invalid contract.

QUESTION 2

Which **ONE** of the options provided below will complete the following sentence **CORRECTLY**?

Compliance with formalities is a requirement for the validity of ...

- 1 all contracts.
- 2 all written contracts.
- 3 only those contracts where legislation prescribes formalities.
- 4 only those contracts where formalities are required by legislation or the contracting parties.

QUESTION 3

Peter entered into several contracts without complying with the prescribed statutory formalities. He has not performed in terms of any of these contracts.

Which **ONE** of the following contracts into which Peter entered will be partially valid if statutory formalities are **NOT** complied with?

- 1 a contract for the alienation of land
- 2 a contract of suretyship
- 3 an antenuptial contract
- 4 none of the above, because they will all be completely void

QUESTION 4

Stanley makes a written offer to buy Fanie's house on condition that Stanley obtains a loan from Regular Bank for the amount of R500 000 within three weeks. Fanie accepts the offer by Stanley.

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

- 1 No binding contractual relationship has come into being between the parties.
- 2 If Stanley does not obtain the loan within three weeks, the contractual obligations are terminated.
- 3 The contractual obligations come into operation on acceptance of the offer by Fanie.
- 4 Fanie can withdraw from the contract if, after a week, it appears that Stanley's chances of obtaining the loan are remote.

QUESTION 5

Which **ONE** of the following statements is an example of a modus?

- 1 Zinzi leases her flat to Lerato. The agreement provides that their contract of lease will be dissolved if Lerato buys her own flat.
- 2 Thabo and his pregnant wife Caroline, agree that Thabo will buy Caroline a car if their child is a boy.
- 3 Molefe donates his farm to his son Jolwana subject to the term that Jolwana will grow mealies on that farm.
- 4 George wants to purchase a watch from Nicholas. Nicholas is not sure if the watch is gold-plated or solid gold. George agrees to buy the watch provided it is solid gold.

QUESTION 6

Which **ONE** of the following is **NOT** a guideline for the interpretation of contracts?

- 1 Words that carry a technical meaning will be interpreted in accordance with their specific use.
- 2 Normally all words will have their ordinary grammatical meaning.
- 3 If ambiguity exists, the contract will usually be regarded as invalid.
- 4 Where the parties express themselves on a particular matter but omit some detail, common-law rules will regulate that aspect.

QUESTION 7

Ted and Marshall enter into a contract in terms of which Marshall has to deliver a dozen bottles of export wine to Ted. Ted has already paid the purchase price. Marshall now indicates that he does not intend to perform in terms of the contract.

Which **ONE** of the following types of breach of contract has Marshall committed?

- 1 repudiation
- 2 mora debitoris
- 3 positive malperformance
- 4 prevention of performance

QUESTION 8

Which **ONE** of the following is an instance under which a contract can be cancelled for breach of contract in the form of mora debitoris?

- 1 if the contract contains a cancellation clause
- 2 failure to send a notice of intention to cancel the contract
- 3 failure to perform by the stipulated date where the time of performance is not of the essence
- 4 timely but defective performance

QUESTION 9

Which **ONE** of the following statements completes the following sentence **CORRECTLY**?

When a creditor is a minor ...

- 1 prescription will not start running.
- 2 the completion of prescription is delayed.
- 3 prescription is interrupted.
- 4 prescription will run against his or her legal guardian.

QUESTION 10

An obligation can be terminated by ...

- 1 prevention of performance.
- 2 supervening impossibility of performance.
- 3 supervening impossibility of performance where the debtor is in mora.
- 4 initial impossibility of performance.

TOTAL: [10]

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

THE LECTURERS
UNISA