

UNIVERSITY OF FORT HARE  
NELSON R MANDELA SCHOOL OF LAW  
(East London Campus)

GENERAL PRINCIPLES OF  
CONTRACT  
LGP 212E

MAIN EXAMINATIONS

JUNE 2023

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Time: 3 hours  
Subject: GENERAL PRINCIPLES OF CONTRACT (LGP 212E)  
Marks: 100

This paper consists of 3 pages including the  
cover page

Internal Examiners

Dr T Shumba  
Prof PC Osode

INSTRUCTIONS

1. Answer ALL (4) questions.
2. Do not separate subsections of questions.
3. Refer to legislative provisions, case law, and/or any relevant authority, where applicable.
4. Pay careful attention to marks allocated.
5. WRITE LEGIBLY.

## **QUESTION 1**

A WSU student has informed you that two contracts have been concluded by way of letters sent through the post. In the first case, the offer was made in a letter posted in Grahamstown, Eastern Cape, on 14 June 2017. In the second contract, the letter containing the offer was mailed from Bloemfontein on 15 June. Both letters were accepted by posting letters of acceptance in Stellenbosch, Western Cape, on 10 August 2018.

Were these contracts concluded in Grahamstown and Bloemfontein respectively or in Stellenbosch? When were the contracts concluded? What difference would it make if the parties had communicated using emails or discussed and agreed during a telephone conversation? **[25 marks]**

## **QUESTION 2**

A statement or conduct creating a false impression will only amount to a misrepresentation if all the requirements are met. Critically discuss the requirements for a misrepresentation under South African Contract Law. **[25 marks]**

## **QUESTION 3**

Discuss the forms of breach of contract recognised under South African Law. **[25 marks]**

## **QUESTION 4**

Rosynne's son gave her a document to sign telling her that it related to the transfer of property to her. In fact, he was lying. He owed money to

Delisha and the document was a suretyship for his debt. Rosynne could not read so she believed him. By signing the document, Rosynne entered into a contract with Delisha in terms of which she stood surety for her son's debt to Delisha. When Delisha sued Rosynne on the suretyship contract she argued that she was not bound to the contract with Delisha because she never intended to stand surety for her son. According to her, this was a case of essential mistake since there was no subjective agreement between Delisha and Rosynne on the terms of the agreement. Advise Delisha on whether Rosynne can deny this suretyship contract on the basis that she was mistaken. **[25 marks]**

**TOTAL 100 marks**