

UNIVERSITY EXAMINATIONS



October/November 2025

PVL3702

Law of Contract

**100 Marks
9 October 2025
08h00-11h00 (3 Hours)**

First examiner: Adv R Ismail (First Examiner)

Second examiner: Professor CJ Pretorius (Second Examiner)

This paper consists of 8 pages.

This is a closed-book examination

THIS IS A TAKE-HOME EXAM

PLEASE READ THE FOLLOWING VERY IMPORTANT INFORMATION CAREFULLY BEFORE ANSWERING THE EXAMINATION QUESTIONS.

1. The examination question paper counts **100 marks**.
2. It consists of **six (6)** questions. Answer **ALL** the questions. In total for all your answers put together, you must not exceed **nine (9)** typed pages.
3. The duration of the examination on the timetable is **three (3) hours**.
4. In addition to the duration of the examination indicated on the timetable, you are given **30 minutes to FINALISE the uploading of your PDF exam answer file**. Your PDF exam answer file must be uploaded via the myExams platform **BEFORE 11h30** (South African Standard Time) on **9 October 2025**. **Note further** that you only have **10 minutes** after the scheduled timetabled exam time to submit your PDF exam answer file on the Invigilator App. This means that your submission on the Invigilator App must be done **BEFORE 11h10** (South African Standard Time) on **9 October 2025**. You must submit your exam PDF answer file timeously on both the Invigilator App and on the PVL3702 myExams online platform. **No emailed submissions will be accepted**.
5. **There will be NO contingency link available to submit your PVL3702 PDF answer document.**

6. This is a **closed-book examination**. While the examination is in progress, you are not allowed to consult another person or any source in order to assist you to answer any of the questions contained in this question paper. While the examination is in progress, you may not assist another student in answering any of the questions contained in this question paper.
7. This examination is proctored via the Invigilator App. Please note that you can only scan the QR code between **07h45 and 08h30 on 9 October 2025**. Thereafter you will not be able to scan the QR Code.

The QR code is below:



QR Access Code: 4231947e

7. Your exam file must be uploaded on the myExams platform.
- 7.1 When ready to submit, open the Take-Home (Assignment) assessment again and click on the Add Submission button.

Submission status

Submission status	No attempt
Grading status	Not marked
Due date	Saturday, 11 June 2022, 12:00 AM
Time remaining	37 days 8 hours
Last modified	-

Submission comments

► Comments (0)

Add submission

- 7.2. Note the file requirements such as:
- File size limit.
 - Number of files that can be submitted.
 - File formats allowed.
- 7.3. Check the acknowledgment checkbox and upload your answers document and then click on the Save changes button.

File submissions

☒ This submission is my own work, except where I have acknowledged the use of the works of other people.

Maximum file size: 50MB, maximum number of files: 1

Files

A Sample PD...

Accepted file types:

Document files .doc .docx .epub .gdoc .odt .otl .ott .pdf .rtf
PDF document .pdf
Word 2007 document .docx
Word document .doc

Save changes Cancel

- 7.4. Review your submission information regarding the status and click on your submission file link to check if it's correct.

Submission status

Submission status	Submitted for grading
Grading status	Not marked
Due date	Saturday, 11 June 2022, 12:00 AM
Time remaining	37 days 8 hours
Last modified	Wednesday, 4 May 2022, 3:05 PM
File submissions	 A Sample PDF.pdf 4 May 2022, 3:05 PM
Submission comments	▶ Comments (0)

- 7.5. If you need to resubmit a file, you can click on the Edit Submission button. Note: You will need to delete any existing files.

Submission status

Submission status	Submitted for grading
Grading status	Not marked
Due date	Saturday, 11 June 2022, 12:00 AM
Time remaining	37 days 8 hours
Last modified	Wednesday, 4 May 2022, 3:05 PM
File submissions	 A Sample PDF.pdf 4 May 2022, 3:05 PM
Submission comments	▶ Comments (0)



Edit submission

Remove submission

↺

- 7.6 Use proper PDF conversion software to create the final file for upload. Free PDF conversion software is available on the Internet.
- 7.7 Add your student number and the module code in the file name. That will assist you to select the correct document to upload during submission.
- 7.8 You are advised to preview your submission (answer script) to ensure legibility and that the correct answer script file has been uploaded.
8. The cover page for your take-home exam must include your name, student number and the module

code.

9. It is preferred that your take-home exam is typed. However, handwritten submissions will also be accepted.
10. Whether your answers are typed or handwritten, your submission on the myExams platform must be made in the form of **one PDF** document. Only the last file uploaded and submitted will be marked. Even though you must submit your answer file on the myExams platform and the Invigilator App, only the submission on the myExams platform will be marked.
 - 10.1 The exam answer file that you submit must not be password protected or uploaded as a “read only” file.
 - 10.2 Your examination answer file will not be marked if:
 - 10.2.1 You send your examination answer file via email.
 - 10.2.2 You submit the incorrect examination answer file. A mark of 0% will be awarded.
 - 10.2.3 You submit your exam answer file on an unofficial examination platform.
 - 10.2.4 You submit your examination answer file in the incorrect file format.
 - 10.2.5 You submit a password-protected document.
 - 10.2.6 You submit your examination answer file late.
 - 10.2.7 You submit your answer file from a registered student account that is not your own.
 - 10.3 The mark awarded for an illegible examination answer file submission will be your final mark. You will not be allowed to resubmit after the scheduled closing date and time of the exam.
11. If your answers are typed, ensure that the following requirements are adhered to. Items 11.3-11.6 applies to written assignments as well.
 - 11.1 The text must be typed in **Arial font, size 12** with single line spacing within the paragraph, and double line spacing after the paragraph.
 - 11.2 The text must be justified.
 - 11.3 All of the pages must be numbered in the right-hand corner at the bottom of the page.
 - 11.4 All margins must be 2.5cm, but the left margin must be 3cm.
 - 11.5 South African English and not American English should be used. For example, the correct spelling is “Labour” and not “Labor”.
 - 11.6 Do not use abbreviations or SMS language.
12. This is a closed-book examination.
 - 12.1 PLEASE DO NOT CUT AND PASTE ANSWERS FROM THE STUDY GUIDE (OR ANY OTHER SOURCE), AS THIS WILL CONSTITUTE CHEATING BECAUSE YOU ARE NOT ALLOWED TO CONSULT ANY SOURCES INCLUDING THE PRESCRIBED STUDY MATERIALS DURING THE EXAMINATION SESSION. **NOTE THAT IN TERMS OF THE EXAMINATION RULES, THE USE OF ARTIFICIAL INTELLIGENCE SOFTWARE SUCH AS ChatGPT IS STRICTLY PROHIBITED DURING THE EXAM SESSION.**
13. For problem-type questions, the arguments that you make must be logical, well-structured and substantiated by all of the relevant legal principles. Use the time given wisely.
 - 13.1 Where applicable, refer to case law in your answers. However, do not include citations for case law and do not include footnotes and a bibliography.
 - 13.2 A number of students lose marks because they do not approach problem-type questions correctly.

When answering such questions, it is important to first identify the problem. Once you have done this, set out the relevant legal principles. Deal with those principles that relate to the given facts. Next, apply these principles to the facts. This is where most of the students lose marks - they set out the law in some detail, but then do not illustrate how it applies to the factual situation they have been asked to solve. Finally, state your conclusion by giving the appropriate legal advice.

14. You must complete the online declaration of own work when submitting.

14.1 By ticking the Honesty Declaration, you confirm that you have read (i) the University's [Policy on Copyright Infringement and Plagiarism](http://www.unisa.ac.za/unisarules) and the [Student Disciplinary Code](https://www.unisa.ac.za/sites/myunisa/default/Study-@-Unisa/Student-values-and-rules), which are both available on myUnisa: www.unisa.ac.za/unisarules, and (ii) the information relating to student values and plagiarism that is found at <https://www.unisa.ac.za/sites/myunisa/default/Study-@-Unisa/Student-values-and-rules>.

14.2 Students suspected of dishonest conduct during the examinations will be subjected to disciplinary processes. Students may not communicate with other students, or request assistance from other students during examinations. Plagiarism is a violation of academic integrity, and students who do plagiarise or copy verbatim from published work will be in violation of the Policy on Academic Integrity and the Student Disciplinary Code and may be referred to disciplinary hearing. Unisa has a zero tolerance for plagiarism and/or any other forms of academic dishonesty.

15. Unless a student is exempted because of disability or incarceration, students who have not utilised invigilation or proctoring tools will be deemed to have transgressed Unisa's examination rules and will have their marks withheld.

PLEASE NOTE:

If you experience challenges with the Invigilator app, please send a WhatsApp message to the technical helpdesk on **073 505 8273**. **Do not contact the lecturers.**

For all other exam-related challenges, you may contact the SCSC on 080 000 1870 (choose option 4 for exams), or e-mail Examenquiries@unisa.ac.za or CLAWExams@unisa.ac.za

QUESTION 1

Briefly explain when a contract is concluded with reference to the information theory, the expedition theory, the reception theory, and the declaration theory, respectively. [10]

QUESTION 2

Define what an option contract and a pre-emption contract are and discuss the differences between these two types of contracts. Do not discuss formalities and remedies for breach of contract, that are applicable to these two types of agreements. [10]

QUESTION 3

Jabu owns a jewellery store. He recently bought what he believed to be a genuine diamond ring for R50 000 from one of his suppliers. Raymond visits the store and offers Jabu R80 000 for the same ring, and Jabu accepts the offer. The contract was concluded on the basis that the item sold was a genuine diamond ring. Subsequently, when Raymond visits his friend Themba, who specialises in diamond trading, Themba informs him that the ring is a fake and not a genuine diamond ring. It turns out that the ring was made with inferior materials which were artificial, and even though the end product appears to look like a diamond ring, it is not. Discuss fully the type of mistake that is relevant to this question and advise Raymond if the contract he concluded with Jabu is void, and whether he can claim back the R80 000 he paid to Jabu. Refer to case law in your answer. Do not discuss latent defects or breach of contract. And do not apply the Consumer Protection Act 68 of 2008 to this question. [20]

QUESTION 4

Assume that the Diamond Trading Act 36 of 2012 (hereinafter referred to as “the Act”) makes it illegal to buy and sell diamonds without having a diamond trading licence issued by the Minister of Trade and Industry. The Act also stipulates that the buying or selling of diamonds by any person without possessing the requisite licence is deemed void, and that such person may be liable for the payment of a fine or he or she may be sanctioned with an appropriate prison sentence. John knowingly operates an illegal diamond trading business, as he is aware that he buys and sells diamonds without the requisite diamond trading licence prescribed by the Act. The local police set up an authorised trap wherein they purchased R100 000 worth of diamonds from John. After making the payment of R100 000 to John and receiving the diamonds from John, the police arrest John a few days later. John is criminally charged with contravening the Act. Civil proceedings are also instituted by the State against John for the return of the R100 000 that was paid to him to purchase the diamonds. John’s counterclaim is for the State to return the diamonds to him. Discuss fully if either party or both parties will succeed with their respective claims. Refer to case law in your answer. Do not apply the Consumer Protection Act 68 of 2008 to this question. [20]

QUESTION 5

J sells his truck to W for R100 000. During the negotiations, J, in order to get a better price, tells W that the truck is capable of carrying a 20-ton load, even though J knew that the truck is only capable of carrying a 10-ton load. This representation by J does not appear as a term in the contract, and there is no indication in the contract about how many tons the truck can carry on a full load. The market value of the truck is R75 000. Had W known that the truck was only capable of carrying 10 tons, he would still have purchased it, but would only have been prepared to pay R80 000. W approaches you for legal advice. **Advise him fully on the type of misrepresentation that should be relied upon, and based on this cause of action, what amount of damages (if any) W can claim from J.** Do not apply the will theory, the direct reliance theory or the *iustus error* doctrine to this question. Do not discuss latent defects or breach of contract, instead your main focus must be on the pre-contractual representation that J made to W. Also, do not apply the Consumer Protection Act 68 of 2008 to this question. [20]

QUESTION 6

Sam sells paintings for a living. Paul purchases a limited-edition painting from Sam for R100 000. At the time of the sale, both parties were aware that only two of the same painting were made, the one which was sold to Paul by Sam, and the other was for sale for R150 000 at a store named "Exclusive Paintings". It was agreed in the contract that after Paul pays the purchase price, Sam will deliver the painting to Paul's residence. Paul paid Sam R100 000, and the next day, Sam was preparing to deliver the painting. Unfortunately, Sam's employee did not come to work on that day, so Sam had no one to assist him to carry the painting from the store onto his truck parked in the yard. Sam knew that the painting could only be carried by at least two people, given its weight and size. And Sam suffers from ongoing acute back pain, which he has been managing for many years. He nevertheless wanted to have the painting delivered that day, so he attempted to carry it himself. Whilst trying to get it out of the front door of the store, he had to adjust his position and, in the process, lost his balance, dropping the painting. The painting was destroyed completely due to Sam's gross negligence. Sam informs Paul that the painting is destroyed, and he (Sam) refunds Paul the R100 000 that Paul paid for the painting. Paul rushes to Exclusive Paintings and purchases the same painting for R150 000, which he now proudly displays at his home. Paul thereafter institutes a claim for damages from Sam. Discuss fully and advise Paul whether he will be successful with his claim, and what amount (if any) he can recover from Sam. One of the defences that Sam raises is that this is a case of supervening impossibility of performance, and therefore he is not liable to pay any amount to Paul. Do not apply the Consumer Protection Act 68 of 2008 to this question. [20]

TOTAL:[100]