



SCHOOL OF LAW

PVL1201 LAW OF CONTRACT

END OF SECOND SEMESTER EXAMINATIONS

APRIL 2026

LECTURER: C. MUNGUMA

DURATION: 3HRS

GENERAL INSTRUCTIONS TO CANDIDATES

1. Do NOT write your name on the answer sheet.
2. Answer any 2 questions from Section A and all the questions from section B.
3. Begin your answer for each question on a new page. For example, question 2 and 3 should be on different pages.
4. Credit is given for neat, logical and well written work.

SECTION A

ANSWER ANY TWO QUESTIONS IN THIS SECTION

QUESTION 1

Zimbabwean courts take the attitude that men and women of full age are the best judges of what they want. As a result, they are taken to have the full autonomy of entering into any lawful contract that they desire even when one or both of them makes an error of judgement or enters into a bad bargain.

- i) Discuss if this stance is justifiable and in line with Roman Dutch law contractual principles? **[12 Marks]**
- ii) What are the exceptions to the principle(s) captured in the statement above? **[10 Marks]**
- iii) Explain the requirement of legality in a contract. **[3 Marks]**

QUESTION 2

- a) It has been said, that a right without a remedy is not a right at all. In the light of this statement, discuss any **three remedies** available to a party who has been a victim of a **breach of contract** under the law of contract. **[18 Marks]**
- b) What is the attitude of Zimbabwean courts to contracts in restraint of trade? **[7 Marks]**

QUESTION 3

Standard form agreements are generally treated as unfair by customers, consumers and those with weaker bargaining powers in negotiating contracts. This feeling is very strong in the area of **exemption** and **limitation** clauses. With the above view in mind, explain how:

- i) the **courts**, and **[10 Marks]**
- ii) the **legislature** has intervened in this field of law. **[15 Marks]**

SECTION B

ANSWER ALL QUESTIONS IN THIS SECTION

QUESTION 4

RATL Co. is a small business dealing in exotic pottery and porcelain. The business is owned by Katie and Kelly and is run as a partnership from Mutare City. Of late business for the firm has been increasing and the partners want to employ a new accountant for the firm. RATL advertises in the press for the new position. John applies for the position and is called for an interview on Friday the 15th of January 2024.

After interviewing John, Katie and Kelly are very happy with John's performance in the interview as well as with his credentials. Katie who is the general manager for the firm, advises John that he is the most suitable candidate that they have found. They ask John what his position is to accepting the job offer and John who is currently working in Victoria Falls, 800 kilometres away from Mutare, asks for time to consider the proposal. John promises to revert back by Monday the next week after discussing the issue with his family. Katie and Kelly say nothing in response to this request and John does not press for a commitment on that. The three part on that note.

After the interview, Katie and Kelly discuss the interview further and consider John's high qualifications as a potential stumbling block for employing him. They decide not to offer John the position. Katie immediately phones John and tells him that, they will not be considering him for appointment for the job. Unamused and deeply hurt, John sends a letter demanding the job. He argues that RATL was committing an unfair labour practice by taking a job that they had given to him. He threatens litigation if the job is taken away from him.

- a) If John carries out his threat and sues RATL Co. will he succeed in his action? Advise him fully on his chances of success.

[15 Marks]

- b) During the COVID -19 period, in late 2021 Tonde who had visited Changa province was caught by a lockdown order introduced in Changa 2 days after his visit. As a result, he could not go back to his home province of Manicaland for 21 days. Tonde, who was employed by Bata Shoe Company in Manicaland, missed work for a total of 16 days because of the lockdown order that was in Changa but not in Manicaland. While Tonde did send an emailed message of his predicament to the human resources department as well as to his supervisor, the company did not accept his excuse such that on his return to work he was charged for being absent without leave for 16 days.

As the Hearing Official who is tasked by Bata Shoe Company to hear and determine Tonde's case would you find Tonde guilty of absenteeism or not? Justify your stance. **[10 Marks]**

QUESTION 5

a) Your client M went to a down town electrical and hardware shop in Mutare to buy some electrical goods and chemicals. At the back of the receipt he received after his purchase, the following terms and conditions appeared:

- “6. The seller shall not be liable for *any returns or replacements* unless the faults or defects *are identified by the customer* in the shop before leaving the counter.
- 7. The seller does *not provide any guarantee or warranty* on the quality or serviceability of the goods sold and purchased in this shop.
- 8. The seller is not liable whatsoever for any harm or injury that the purchaser may suffer as a result of using the product or item bought in the wrong way.
- 9. These terms override any other provisions of the law to the contrary”.

Using your knowledge of the common law and statutory laws of Zimbabwe, will any of the above terms be binding on your client in the following circumstances:

- i) Where he buys a stove that stops working after a day's use? **[10 Marks]**
- ii) Where your client is injured by chemicals which had no written instructions of how to use them. The client used the chemical without overalls, gloves and a face mask while the type of chemical required the use of overalls, a mask and gloves all the time. **[10 Marks]**

b) What does the *contra- proferendum* rule provide in Zimbabwean law?

[5 Marks]

END OF EXAMINATION PAPER