

**NATIONAL UNIVERSITY OF LESOTHO**  
**FACULTY OF LAW**  
**LL.B SUPPLEMENTARY EXAMINATION**  
**L2301 - LAW OF CONTRACT I**

**AUGUST 2023**

**MARKS 100**

**TIME: 3 HOURS**

**INSTRUCTIONS**

1. There are six questions. Answer any **FOUR (4)** questions.
  2. Each question carries 25 marks.
  3. Use of relevant cases will be rewarded.
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**QUESTION 1**

Mafa left a bag for safekeeping at the cloakroom of a bus station operated by Castor Bus line. He received a cloakroom ticket from Castor Bus line's attendant. Mafa's bag was lost while it was in Castor Bus line's possession. He has sued Castor Bus line for damages for loss of the bag. Castor Bus line argues that it is not liable since there was an exclusion clause on the ticket that exempted it from liability for any losses. The clause is printed on the back of the cloakroom ticket. Mafa is not sure whether he is bound by the exclusion clause on the ticket.

Advise Mafa on the prospects of success of his claim. **[25 MARKS]**

**QUESTION 2**

a) With reference to decided cases, discuss the five aspects of an offer.

**20 Marks**

b) Distinguish an offer from an invitation to treat.

**5 Marks**

**[25 MARKS]**

**QUESTION 3**

With reference to case law, define and distinguish the concepts of *justa causa* and consideration. Explain which of the concepts applies to Lesotho.

**[25 MARKS]**

**QUESTION 4**

Briefly explain the following forms of termination of an offer:

- |                  |                |
|------------------|----------------|
| a) Revocation    | <b>5 Marks</b> |
| b) Counter offer | <b>5 Marks</b> |
| c) Rejection     | <b>5 Marks</b> |

- d) Lapse of reasonable time **5 Marks**
- e) Loss of contractual capacity **5 Marks**

### QUESTION 5

Moshe bought a large double storey house at Masowe where he lived with his wife and three children. He later divorced, and his wife and children moved out of the house. He felt lonely in the big house and wanted to dispose of it. He sent Chrispin Estates an email, requesting it to either buy or sell the house for him. Chrispin Estates responded that it accepts the offer, but did not clarify whether it accepts to sell the house for Moshe, or accepts to buy the house from Moshe. Two months later, Chrispin Estates instituted an action against Moshe where it claimed ownership of the house. Chrispin Estates says it accepted Moshe's offer to sell the house to it two months back.

Moshe has come to you for advice on whether he has to deliver the house to Chrispin Estates. Advise him. **[25 MARKS]**

### QUESTION 6

Briefly explain the following terms:

- a) *Caveat subscriptor* rule **5 Marks**
- b) Parol evidence rule **5 Marks**
- c) *Consensus ad idem* **5 Marks**
- d) *Animus contrahendi* **5 Marks**
- e) *Pacta sunt servanda* **5 Marks**

**[25 MARKS]**