



**NOVEMBER EXAMINATION**  
**MEMORANDUM**

**SUBJECT** : CONSTRUCTION LAW 2B

**CODE** : CLWCOB2

**DATE** : 08 NOVEMBER 2021

**DURATION** : 3 HOURS

**TOTAL MARKS** : 100

---

**EXAMINER** : MISS N ISMAIL

**MODERATOR** : MRS S HASSEN

**NUMBER OF PAGES** : 4 PAGES

---

**QUESTION 1: Multiple Choice Questions****(23)**

1. signatory is bound by the written agreement.
2. Misinterpretation
3. The agreement must be reduced to writing or integrated into a single complete document.
4. To remedy a reasonable error that transpired when the agreement was put into writing.
5. correct something (usually an error).
6. Only i, iii, iv and v are correct.
7. Novation
8. Only iii and iv are correct
9. Supervening impossibility of performance
10. Initial impossibility of performance
11. Prevention of performance
12. A debt secured by mortgage bond, judgment debt, a debt in respect of any taxation imposed or levied by or under the law will only prescribe after a period of 30 years
13. Merger
14. Only ii and iii are correct
15. Only ii and v are correct
16. Only a judge can interpret the true meaning of a contract
17. i, ii, iv are correct
18. Performance must be impossible
19. i, ii, iv are correct
20. ii, iv are correct
21. All the above are correct
22. i, iii, iv are correct
23. Mel agrees to deliver a couch to Sam on 1 October. On 1 October Mel forgets to deliver the couch to Sam

---

**QUESTION 2**

1. F
  2. T
  3. T
  4. T
  5. F
  6. T
  7. T
  8. T
  9. F
  10. T
  11. F
-

### **QUESTION 3**

1. **intention**
2. **signatory**
3. **ordinary**
4. **creditor**
5. **performance**
6. **cessionary**
7. **duties**
8. *persona*
9. *re*
10. **impossible**
11. **conduct**
12. **Jim**

---

### **QUESTION 4**

- 1.1.1 **Limited**
- 1.1.2 **Trustee**
- 1.2.1 **Minor**
- 1.2.2 **Limited contractual capacity**
- 1.2.3 **Judges of HC; Master of HC & guardian**
- 1.3 *Infans*

---

### **QUESTION 5**

1. **Penalty**
2. **Entrenchment**
3. **Forfeiture**
4. **Warranty**

---

### **QUESTION 6**

5. **Resolutive condition**
6. **Suspensive condition**
7. **Suspensive time clause**
8. **Suspensive condition**

---

### **QUESTION 7**

1	2	3	4	5	6	7	8	9	10	11	12
<b>T</b>	<b>O</b>	<b>H</b>	<b>K</b>	<b>D</b>	<b>L</b>	<b>I</b>	<b>C</b>	<b>J</b>	<b>A</b>	<b>R</b>	<b>M</b>

## **QUESTION 8**

**Interrupted**

**Lapse + start *de novo***

**Service of process**

---

## **QUESTION 9**

### **1. Question 1**

1. **Cession**  
**Transfer of personal rights**
2. 2.1 **Sihle**  
2.2 **BMW**  
2.3 **Wesbank**
3. **Sihle does not need to agree to cession but should be informed**

### **2. Question 2**

1. **Written document = only record of the agreement**  
**Written document is the only evidence that may be placed before the court to prove the contract or any terms**  
**No other evidence may be placed before the court**
2. **Rectification**  
**Amendment of written document → record the parties' true intention**  
**Requirements**

### **3. Question 3**

1. **Repudiation**  
**He indicated by his conduct that he is not going to honour his contractual obligations and there is no lawful justification**
2. **Act**  
**Intention to repudiate**
3. **Cancel the contract**  
**Claim damages**  
**Interdict**  
**Specific performance**

---

**END OF MEMORANDUM**

---

**TOTAL: 100 MARKS**