



<b>FACULTY/COLLEGE</b>	College of Business and Economics
<b>SCHOOL</b>	School of Management
<b>DEPARTMENT</b>	Business Management CEP's
<b>CAMPUS</b>	APB
<b>MODULE NAME</b>	Mercantile Law 1B
<b>MODULE CODE</b>	ADBL01B
<b>SEMESTER</b>	Second
<b>ASSESSMENT OPPORTUNITY, MONTH AND YEAR</b>	Supplementary Assessment January 2021

<b>ASSESSMENT DATE</b>	January 2021	<b>SESSION</b>	08h30
<b>ASSESSOR</b>	Mr D Le Roux		
<b>MODERATOR</b>	Mrs B Van Der Merwe		
<b>DURATION</b>	2 hours	<b>TOTAL MARKS</b>	100

<b>NUMBER OF PAGES OF QUESTION PAPER (Including cover page)</b>	5
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#### **INFORMATION/INSTRUCTIONS:**

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- This is a closed-book assessment.
  - Question papers must be handed in together with your answer books.
  - Read the questions carefully and answer only what is asked.
  - Answer all the questions:
    - Answer Section A on the multiple choice sheet provided. Indicate the correct answer as per the instructions on the multiple choice sheet.
    - Answer Section B in the answer book.
  - Number your answers clearly.
  - Write neatly and legibly on both sides of the paper in the answer book, starting on the first page.
  - Structure your answers by using appropriate headings and subheadings.
  - The general University of Johannesburg policies, procedures and rules pertaining to written assessments apply to this assessment.
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**QUESTION 1** (4)

Define a contract of Sale

**QUESTION 2** (2)

What do you understand under the term “*Huur gaat voor koop*”?

**QUESTION 3** (4)

Name 4 duties of the Employee

**QUESTION 4** (8)

Name 4 duties of a Lessor?

**QUESTION 5** (4)

Discuss (not longer than two paragraphs) why do you think the Consumer Protection Act 68 of 2008 was introduced to South Africa

**QUESTION 6** (10)

Name 5 rights that consumers have under the Consumer Protection Act 68/2008

**QUESTION 7** (4)

What do you understand under the terms “Agent’s Lien” and “Agent’s Sett-Off”

**QUESTION 8** (8)

What do you understand under the terms “Under Insurance” and “Double insurance”

**QUESTION 9** (4)

Name 4 ways a Lease Agreement may be terminated

**QUESTION 10** (4)

When does ownership pass with a cash sale and a credit agreement?

**QUESTION 11** (4)

Name 4 duties of an Agent

**QUESTION 12** (8)

What do you understand under the terms option to purchase and right of first refusal? Explain what the differences are between the 2 terms?

**QUESTION 13** (6)

What do you understand under the insurance term “subrogation”

**QUESTION 14** [30]

Answer only YES or NO to the following statements (do not justify your answer):

- 1.1 An Agent may retain his / her principal's property to secure payment of compensation due to him / her (2)
- 1.2 You may give your Landlord 20 working days' notice that you are terminating your fixed term lease agreement although your contract stipulates that you must give him 2 months' notice (2)
- 1.3 If you are married in community of property, you may bind yourself as a surety without your spouse's permission (2)

- 1.4 The *essentialia* of a Lease Agreement is, *inter alia*, the temporarily use and enjoyment of someone else's property (2)
- 1.5 A reasonable man has a positive AND negative duty of disclosure towards an Insurance Company (2)
- 1.6 You may act as somebody's agent without that person's permission (2)
- 1.7 *Huur Gaat Voor Koop* is an acceptable rule in our legal system (2)
- 1.8 An Agent may receive a secret commission that is not disclosed to his / her Principal (2)
- 1.9 You may enter into a verbal purchase agreement for the sale of an immovable property (2)
- 1.10 An insurance contract may be terminated with a resolutive term in the contract (2)
- 1.11 You may enter into a verbal lease agreement for the lease of an immovable property (2)
- 1.12 You may terminate your lease, as Lessee, when there is a breach of contract (2)
- 1.13 The *Essentialia* of the contract of sale is, *inter alia*, regulated by the Consumer Protection Act 68 of 2008 (2)
- 1.14 May you automatically regard a Director of a private company as an agent of such a company? (2)

- 1.15 It is not always necessary for a Principal to indemnify an Agent against loss whilst the Agent is performing his / her obligations (2)

**[100]**