



<b>ASSIGNMENT 1<sup>ST</sup> SEMESTER</b>	<b>:</b>	<b>BUSINESS LAW (BL) BUSINESS LAW 1 (BL101)</b>
<b>CHAPTERS COVERED</b>	<b>:</b>	<b>1, 3, 4, 5, 6, 7, 10, 11, 15, 29 &amp; STUDY UNIT 14</b>
<b>DUE DATE</b>	<b>:</b>	<b>3:00 p.m. 20 MARCH 2012</b>
<b>TOTAL MARKS</b>	<b>:</b>	<b>100</b>

#### **INSTRUCTIONS TO CANDIDATES FOR COMPLETING AND SUBMITTING ASSIGNMENTS**

The complete 'Instructions to Students for Completing and Submitting Assignments' must be collected from any IMM GSM office, the relevant Student Support Centre or can be downloaded from the IMM GSM website. It is essential that the complete instructions be studied prior to commencing your assignment. The following points highlight only a few important notes.

1. You are required to submit ONE assignment per subject.
2. The assignment will contribute 20% towards the final examination mark, and the other 80% will be contributed by the examination, however, the examination papers will count out of 100%.
3. Although your assignment will contribute towards your final examination mark, you do not have to earn credits for admission to the examinations; you are automatically accepted on registering for the exam.
4. Number all the pages of your assignment (e.g. page 1 of 4) and write your name and surname, student number and subject at the top of **each** page.
5. The IMM GSM requires assignments to be presented in a typed format, on plain A4 paper. Unless otherwise specified, this assignment must be completed within a limit of 1500 words, excluding the bibliography. Students who exceed the word limit may find that only part of the submitted assignment will be marked.
6. A separate assignment cover, which is provided by the IMM GSM, must be attached to the front of each assignment.
7. Retain a copy of each assignment before submitting, in case the original does not reach the IMM GSM.
8. The assignment due date refers to the day up to which assignments will be accepted for marking purposes. The deadline is 3:00 p.m. on 20 March 2012. Late assignments will be accepted, but **25 marks** will be deducted from the maximum mark, if received after 3:00 p.m. on 20 March 2012 and up to 5:00 p.m. the following day, after which no assignments will be accepted.
9. If you fail to follow these instructions carefully, the IMM Graduate School of Marketing cannot accept responsibility for the return of the assignment. It may even result in your assignment not being marked.

Results will be available on the IMM GSM website, [www.immgsm.ac.za](http://www.immgsm.ac.za), on Friday, 4 May 2012.

**SPECIFIC INSTRUCTIONS:****GIVE REASONS FOR YOUR ANSWERS TO PROBLEM-TYPE QUESTIONS  
(CASE STUDIES)****QUESTION 1 [8]**

Give **four (4)** requirements (as it appears from judgment) for a customary rule to be recognised as a legal rule.

**QUESTION 2 [20]**

Identify the type of breach of contract in each of the following cases and discuss the relevant remedies:

- 2.1 Alex and John agreed that Alex will pay John R10000 upon completion of a marketing research report. No date was set. John completed and handed over the marketing research report to Alex on 15 January 2012. By close of business on 15 January 2012 John has not received any payment. **(10)**
- 2.2 Sharukh concluded a 12-month renewable agreement with Farida on 1 November 2011 in terms of which Sharukh will rent an office block from Farida from where he will operate his advertising design business. The agreement *inter alia* provides that occupation will take place on 1 February 2012; rent is payable on the first day of each month in advance; a deposit is payable on 1 February 2012. On 12 January 2012 Sharukh sent Farida an email in which he explains that he no longer wishes to rent the building. **(10)**

**QUESTION 3 [8]**

Name the **eight (8)** fundamental consumer rights as purported by the Consumer Protection Act 68 of 2008.

**QUESTION 4 [20]**

An Internet or web trader must *inter alia* display the full name and legal status of the enterprise on its website. Briefly discuss the other information that a web trader must display on its website.

**QUESTION 5 [20]**

- 5.1 What influence do the following facts have on the validity of the relevant contract? Give reasons for your answer.
- 5.1.1 Barbara and Colin enter into a contract. Colin believes it is a contract of sale but Barbara believes that it is a contract of lease. **(8)**
- 5.1.2 Alan sells a car to Barbara. Alan tells Barbara that the car has never been in any previous accidents. The car has in fact been involved in several accidents. **(12)**

**QUESTION 6****[14]**

Shalan and Ismail concluded an agreement on 15 January 2011 in terms of which Ismail will buy Shalan's next beetroot crop for R10 000. Ismail has paid Shalan in full. The crop was harvested on 30 March 2011 and both parties agreed that Shalan will deliver the crop on 2 April 2011. On the evening of 1 April 2011 Shalan attended a party and drank too much wine with the result that he could not deliver the beetroot on 2 April 2011 because he was hung over. On 2 April 2011 monkeys destroyed all the beetroot in Shalan's shed. Ismail wants to claim his money back. Advise Ismail.

**PRESENTATION****[10]****ASSIGNMENT TOTAL: 100**