



UNIVERSITY OF NAIROBI

MODULE I & II EXAMINATIONS 2012/2013

SECOND YEAR EXAMINATIONS FOR THE DEGREE OF BACHELOR
OF LAWS

GPR 205: SALE OF GOODS AND AGENCY

DATE: FEBRUARY 4, 2013

TIME: 9.00 A.M. -- 11.00 A.M.

INSTRUCTIONS

Answer Question No. 6 and any other THREE Questions.

1. The seemingly simple act of sale and purchase of goods is complicated by the technical separation of goods from the property therein.

What would be the impact of merging the meaning of goods with the meaning of property in the goods?
2. Compare and contrast sale of goods contract from:
 - (a) Hire purchase agreement
 - (b) Bailment
 - (c) Contract for supply of labour and skills
 - (d) Auction sale
3. With the use of relevant authorities, write briefly on the various categories of goods clearly showing the importance of each category to the basic issue of transfer of property in the goods.
4. If the NENO DAT QUOD NON HABET rule simply means that one cannot give what one does not have, how do you rationalize the many exceptions to that rule?

5. You are appointed a one man/person commission to re-draft/review and rationalize the Sale of Goods Act (Cap. 31, Laws of Kenya). What are the major aspects that you would pay attention to and why?
6. Parties to any valid contract expect each other to perform their respective obligations to the letter.

Given the foregoing principle of the law of contracts, discuss the merits and demerits of sections 3 (1); 28; and 29, of the Sale of Goods Act (Cap. 31, Laws of Kenya) which provide as follows:

Section 3 (1):

"A contract of sale of goods is a contract whereby the seller transfers or agrees to transfer the property in the goods to the buyer for a money consideration called the price."

Section 28

"It is the duty of the seller to deliver the goods, and of the buyer to accept and pay for them in accordance with the terms of the contract of sale."

Section 29

Unless otherwise agreed, delivery of goods and payment of the price are concurrent conditions, that is to say, the seller must be ready and willing to give possession of the goods to the buyer in exchange for the price, and the buyer must be ready and willing to pay the price in exchange for possession of the goods."
