

**MAKERERE UNIVERSITY BUSINESS SCHOOL**  
**COURSEWORK TWO TAKE HOME TEST FOR THE DEGREE OF BACHELOR**  
**OF BUSINESS COMPUTING (COM2202) OF MAKERERE UNIVERSITY**  
**SEMESTER ONE ACADEMIC YEAR 2025/2026**

**COURSE UNIT: BUSINESS LAW**

**YEAR: TWO**

**CREDIT UNITS: 3**

**DATE OF ISSUE: 13<sup>th</sup> October, 2025**

**DATE OF SUBMISSION: 31<sup>st</sup> October, 2025**

---

**INSTRUCTIONS**

1. This is a take Home test
  2. Students are expected to work within groups of 10
  3. Question carries 30 marks
  4. Use of decided cases and relevant illustrations attracts higher marks
  5. Submit assignment on **31<sup>st</sup> October, 2025**
- 

**Question:**

Namukasa walked into Spire Motors Company, where she identified a 2025 Mercedes-Benz GLC, red in color. She could not believe that she was able to find the car of her dreams in Uganda and was excited to buy it. She examined the exterior of the car and confirmed that it suited her needs. She asked Spire, the car dealer, to allow her to take the beautiful car out on a road test before she could pay the purchase price for it. With Spire's consent, as she drove out of the parking lot, a speeding motorcycle hit the red Mercedes, crashing its front lights. When Spire heard of this, he ordered Namukasa to pay the full purchase price, claiming it was her fault, but Namukasa refused. Spire now threatens to sue Namukasa.

Edward, a friend of Namukasa, recently purchased a Toyota Mark X, silver in color, from Spire Motors Company. He went over to the car bond and examined the car, and indeed the exterior of the car was strikingly beautiful. He signed a contract that had a provision stating that "*no condition or warranty that the car is roadworthy or as to its age, condition, or fitness for any purpose is given by the owner or implied herein.*" When the car was delivered to him, it could not move at all. He has demanded that Spire Motors Company refund his purchase price, but they have rejected his demand, citing the provision in the contract. Edward is frustrated and needs legal advice.

Edward's wife, Ariokot, ordered 20 black silk ladies' suits in size XXL from Kityo's shop in Kikuubo. Ariokot was ordering the ladies' suits to be delivered to the 2025 MUBS Guild Cabinet as uniforms for the upcoming Freshers' Ball. Kityo met Ariokot at her office and showed her a black silk ladies' suit in size XXL just to confirm if that was exactly what she wanted. Ariokot demanded that the goods be delivered within three hours. However, when she received the suits, she found that Kityo had delivered navy blue suits in size XL. She is dismayed, but Kityo insists that he fulfilled his obligation and demands payment.

Ariokot owns two mobile phones; a Samsung S6 and a Tecno Camon 15. She informed Namukasa that she wanted to sell her phone at UGX 1,000,000/=, which Namukasa accepted. Namukasa went ahead to pay the money as agreed but was surprised when Ariokot delivered a Tecno Camon 15 phone to her instead of the Samsung S6. She refused to accept the Tecno Camon 15, saying that she believed Ariokot was selling the Samsung S6 and not the Tecno Camon 15. Ariokot also honestly believed that Namukasa had understood that it was the Tecno Camon 15 on sale and not the Samsung S6. Namukasa now wants to sue Ariokot for breach of contract.

Edward, on the other hand, is the sole distributor of MacAI laptops in Kampala. He signed a contract with Musisi to sell him the last piece of MacAI laptops in his store at UGX 5,000,000/=. Edward paid cash immediately, but Musisi has changed his mind, saying that he no longer feels like selling the MacAI laptop to him. Edward has tried to persuade him to perform his duty as agreed to no avail. He seeks your advice on the appropriate legal remedy in the circumstances.

**Advise all the parties on the issues arising.**

**30 Marks**

**= *THE END* =**