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FACULTY OF LAW
AHMADU BELLO UNIVERSITY, ZARIA
CONTINUOUS ASSESSMENT (2018/2019)
CLASS 200 LEVEL (CIVIL/WSIL)
COURSE: LAW OF CONTRACT (MAKE-UP TEST)

Instructions: Answer all questions. Be brief!

1. The maxim "*exturpi causa non oritur actio*" means
.....
2. Mention 3 types of contracts that are void at common law
.....
.....
.....
3. State the rule in *Cutter v. Powell*
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4. Until the decision in *Taylor v. Caldwell*, what was the position of the law on frustration?
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5. Cite a case to support your answer in (4)
6. What happens where the parties have fully performed their obligations under the contract:.....
7.occurs where a party to a contract accedes to forgo some of his right under the contract.
8. The maxim "*eodem modo quo oritur, eodem modo dissolvitur*" means
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9. State two types of breaches.....
10. The essence of damages is to.....
.....
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11. State the rule in *Hadley v. Baxendale*
.....
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FACULTY OF LAW,
AHMADU BELLO UNIVERSITY, ZARIA.
2nd SEMESTER EXAMINATIONS, 2012/2013 SESSION
CLASS: 200 LEVEL (CIVIL/WSIL)
Course: LAW OF CONTRACT (LWPR 202)

TIME: 2 Hrs 30Mins

Marks: 100%

Instruction: Answer Question No. 1 and any Three Other Questions only

1. Melinda owns an oil painting and a smaller pencil sketch which are both thought to be by Emirate's artist who has recently died, and whose work is fetching increasingly large amounts at auction. Melinda wrote to her friend Salina, offering to sell her "my little Emirate picture" (the sketch) for N2,000.00. Salina, who knows little about modern art, accepts, saying: "I am pleased to accept your offer. As you may know, I am hoping to build up a collection of modern paintings." Melinda delivers the Emirate sketch while Salina is out. Salina in fact wanted the oil painting, not the sketch. Before she can return it, another friend of hers, who is an expert on Emirate's work tells her that the sketch is of poor quality and not worth more than N400.00. That a good quality sketch would cost N800.00 to N1,000.00. Melinda who had herself bought the sketch for N1,500.00 refuses to take it back and insists that Salina must pay her N2,000.00. The oil painting is valued at N5,000.00.

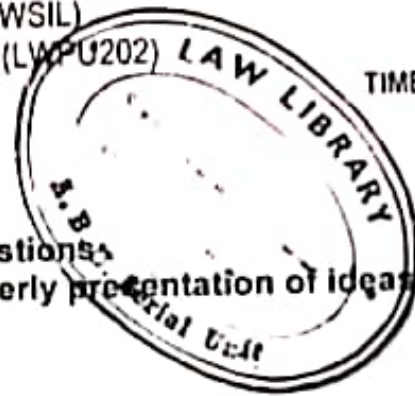
Advise Melinda and Salina using case law.

2. Examine the capacity of a minor for the enforceability of a contract with him.
3. Explain clearly the meaning and effect of "privity of contract" using case law.
4. Elucidate on the exceptions to the "privity of contract" using case law.
5. Explain "discharge of contract" by breach using case law.
6. The main objective of "damages" for breach of contract is to put the claimant "so far as money can do it... in the same situation... as if the contract had been performed" (Robinson v. Harman (1848)).
- Explain the principle and discuss any exception thereto using case law.



FACULTY OF LAW,
AHMADU BELLO UNIVERSITY, ZARIA.
2nd SEMESTER EXAMINATIONS, 2012/2013 SESSION
CLASS: 200 LEVEL (CIVIL/WSIL)
Course: CONSTITUTIONAL LAW (LAWU202)

TIME: 2Hrs 30Mins



Instruction:

1. Answer question ONE and any other THREE questions.
2. Credit will be given for clarity of thought and orderly presentation of ideas.

Q1. Write a short note on the followings:

- (a) Doctrine of Implied or Ancillary powers.
- (b) Doctrine of Pith and substance.

Q2. Examine the nature and scope of the right guaranteed under section 33 of the 1999 Constitution.

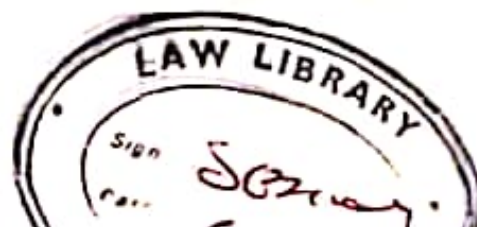
Q3. Consider briefly the general exception of Section 45 on Sections 37, 38, 39, 40 and 41 of the Constitution.

Q4. "The provision of Section 46(1) of the Constitution is the bulwark against possible infringement of any provision of chapter 4 of the Constitution."
Discuss

Q5. Consider the nexus between sections 37, 38, 39 and 40 of the 1999 Constitution and their denominator.

Q6. Write a short note on any TWO of the following writs:

- (a) *Habeas Corpus*;
- (b) *Mandamus*;
- (c) *Certiorari* and prohibition;
- (d) *Quo warranto*.





FACULTY OF LAW
AHMADU BELLO UNIVERSITY, ZARIA
SECOND SEMESTER EXAMINATIONS 2017/2018 SESSION
200L (CIVIL/WSIL)
LEGAL SYSTEM

12th October, 2018.
TIME: 2 Hrs

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ZARIA

INSTRUCTIONS: Answer any four (4) questions

1. Mention any five (5) merits of following precedent by a court
2. List and explain the criteria for determining the validity of a custom by the high court in Nigeria
3. How can a court ascertain the existence of customary law
4. a) List and explain any five (5) duties of a lawyer
b) Briefly explain the liability of lawyers for professional negligence
5. Differentiate between *ratio decidendi* and *obiter dictum*

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ZARIA



FACULTY OF LAW
AHMADU BELLO UNIVERSITY, ZARIA
LAW OF CONTRACT (LWPR 202)

CONTINUOUS ASSESSMENT 2019/2020 SESSION

TIME: 1HR

INSTRUCTIONS: 1. WRITE LESS. 2. ANSWER ALL QUESTIONS

1. Differentiate between Common and mutual Mistake
2. State Two (2) agreements that are required by law to be in writing and Two(2) agreements that are required to be by deed.
3. State 2 laws which provide for requirements of writing in contracts relating to land.
4. State the principle of law in *Maskell v. Homer*
5. Briefly distinguish between duress and undue influence.
6. Who bears the burden of proof of undue influence in a contract?
7. Mention the constituents of misrepresentation
8. What is the *ratio decidendi* in *Bisset v. Wilkinson*
9. When does statement of opinion amount to misrepresentation?
10. What are contracts *uberrimae Fidei*?
11. State the instances where the right to rescind a contract due to misrepresentation will be lost.
12. What determines the operation of an exclusion clause in contractual document that is unsigned?
13. The rule of *Res Extincta* was well illustrated in the celebrated case of
14. In view of the case of *McRae v. Common Wealth Disposals Commission*, state the legal effect of common mistake in a contract. *void*
15. State the circumstance in which the court will grant equitable relief for common or mutual mistake.
16. State the position of the law on mistake as to identity in *Ingram v. Little*
17. State the rule in *Narumai & Sons Ltd v. NBTC Ltd.* on effect of fundamental breach on exclusion clause
18. State the rule in *Foster v. Mackinnon*
19. State the latin maxim of "an action does not arise from a base cause".
20. The effect of a contract *ex facie* illegal which means parties cannot recover anything under the contract is expressed in the Latin maxim.....



FACULTY OF LAW
AHMADU BELLO UNIVERSITY, ZARIA
SECOND SEMESTER EXAMINATION, 2017/18 SESSION
COURSE: LAW OF CONTRACT
CLASS: LL.B 200 (CIVIL/WSIL)

15TH October, 2018
Time: 2 hrs

INSTRUCTION: Answer any four questions

1. (a) Mention and discuss types of misrepresentation
(b) Explain the requirements necessary to establish Misrepresentation
(c) What does Constructive fraud imply? Cite two cases to support your answer
(d) Briefly outline the remedies for Misrepresentation
2. Mistake as a vitiating element of contract arises where parties are either at cross purposes and under the mistaken belief as to the existence or identity of the subject matter etc. Discuss —
3. In the law of England, certain principles are fundamental; one is that only a person who is a party to a contract can sue on it. Our laws know nothing of a *jus quaesitum tertio* arising by way of contract. Such a right may be conferred by way of property as for example under a trust, but it cannot be conferred on a stranger to a contract as a right *In Personam* to enforce a contract.

In view of the above statement, answer the following questions

- a. State the principle of law that was established by this judgment
- b. Mention the name and year of the case in which the statement was made
- c. Mention the name of the judge that made the statement
- d. Explain briefly the principle of law and its application
- e. Enumerate and discuss briefly the exceptions to the principle
4. Republic of *Dala* declared *Bebeji* as littoral State and entered into an agreement with the State that it shall be entitled to attribution of offshore oil. After the agreement, *Bebeji* State was no more a littoral State by virtue of ICJ judgment in 2010 which made *Dala* to hand over *Chalawa* (the area that makes *Bebeji* a littoral State) to Republic of *Zarzuu*. Consequently, *Dala* stopped paying *Bebeji* State all the agreed entitlements. *Bebeji* State instituted an action at Supreme Court of *Dala* to enforce the agreement. Now answer the following questions
 - a. Will *Bebeji* State succeed and why?
 - b. Cite one (1) case to support your answer in (a) above
 - c. The scenario is based on.....
 - d. With the change of circumstances in *Bebeji* State, it is no longer a littoral State but.....
 - e. Mention the instances under which contract can be discharged
 - f. Mention the instances under which contract can be discharged in the instant case
5. Mr. Boy went a shop and asked the shopkeeper to bring the following items namely, textbook Gold watch, food items, TV set, school uniform etc for him to buy. Mr. Boy further borrowed the sum of N100, 000 from the shop keeper as he earlier informed the shopkeeper that he was 20 years old. Later, the shopkeeper discovered that Mr. boy is just 14. Using relevant authorities (where it is necessary), advise Mr. boy and the shopkeeper as to their rights and liabilities (if any) —
6. Write short but explanatory notes on the following:
 - i. *Res extincta/Res sua* —
 - ii. *Exturpi causa oritur non action*
 - iii. *In pari delicto portior est condition possidetis*
 - iv. *Non es factum*
 - v. Doctrine of severance ("Blue pencil" Rule)
 - vi. *Quantum meruit*



FACULTY OF LAW
AHMADU BELLO UNIVERSITY, ZARIA
SECOND SEMESTER EXAMINATION (2019/2020)
CLASS: 200 LEVEL (CIVIL/WSIL)
COURSE: LAW OF CONTRACT (LWPR 202)

Instructions: Answer 4 questions. No.1 is compulsory. Be brief. TIME: 2h: 30 mins

1. X made an advertisement in the Newspaper that it had an Oil Tanker for sale which was lying at Apapa Port. Tenders were thus invited, and later Y's tender of N5million was accepted. Y incurred so much expenses in moving to the site. After a tedious but fruitless journey, it turned out that the Oil Tanker never existed at the Port, and that Y's employees fraudulently made the advertisement. X is denying liability on the ground that the contract was void for mistake. Advise Y
2. a) With the aid of judicial authorities, distinguish between a contract in which identity is crucial from one in which identity is irrelevant.
(b) The decisions of the courts on the effect of unilateral mistake on an innocent party appear conflicting and irreconcilable. Reconcile the conflicting decisions of the court and state the position of the law.
3. X, is a Miller in Kaduna and Y is a carrier of goods. The craft shaft of X's steam engine has broken with the result that work on the Mill came to a stand-still. X had ordered a new shaft from an engineer in Lagos, and arranged with Y to carry the broken shaft to the engineer to use it as model for a new shaft. Y did know that X had no spare shaft, and that the Mill could not function until the new shaft was installed. Y delayed the delivery of the shaft to the engineer for several days which resulted to delay in re-opening the mill, and consequently loss of profits to X to the tune of N5million. Advise X.
4. (a) How do you establish presence of undue influence in contracts
(b) State the exceptions to the rule that silence does not constitute misrepresentation
(c) State the rule in *Cutter v. Powell* (1795)6 T.R. p.320
5. Mr. Hamza bought a Toyota Corolla Car 2015 model from Y in October, 2021 at the sum of N3million. Hamza accepted the car because he was assured that the car had a new engine. The receipt issued to Hamza contains a clause limiting Y's liability for breach of any term (express or implied) of the agreement but Hamza was not aware of it. It turned out that the engine was not new, and the car has broken down. Y's is denying Hamza's claim of rescission. Advise Hamza.
6. (a) Briefly explain Contracts *ex facie* illegal
(b) Outline the exceptions to the *in pari delicto* rule
(c) Briefly explain 3 circumstances that constitute Frustration



FACULTY OF LAW
AHMADUBELLOUNIVERSITY, ZARIA
SECOND SEMESTER EXAMINATIONS 2018/2019 SESSION
COURSE: LL.B. (HONS) 200
SUBJECT: CONSTITUTIONAL LAW

Time: 2 ½ Hours
5TH November, 2019

Answer 4 Questions, including questions no. 1 and no. 4.

SECTION A. answer two questions from this Section

1. The followers of Mairuwa Traditional Religion built a place of worship by Maitawa Dam. Alhaj Tafarki Adam, who is the Governor Wuro-Ardo State, directed the State Town Planning Authority to demolish the place as he intends to construct a weekend gateway for himself and his family in its place. Mai Anguwa Mai-Haske, the Leader of the community sought your advice on whether they have a course of action and how they are to enforce it.
2. a) To what extent can the twin pillars of natural justice be said to have been encapsulated in the Nigerian Constitution?
b) Examine the Islamic Law principles that advanced the practice of fair hearing.
3. Chapter Two is the National Manifesto in Nigeria. Analyze its import and efficacy in advancing the polity

SECTION B. Answer two questions from this Section

4. " The word (impeachment) should not be used as a substitute for the removal provision in section 188 (and 143). We call a spade its correct name of spade and not a machete because it is not one " Per Niki Tobin, JSC (as he then was) in *Inakoju v Adeleke* (2007) 4 NWLR pt 102 @421. Explore the differences in removal procedures in Nigeria and the American impeachment proceeding.
5. The members of Tsomomuwa village in Kutamashi LGA of Yalwa State, Dangushi Community Afasa LGA of Tafasanga State and that of Tabom in Kafinga LGA are interested in the creation of a new Local Government Area of Fadama under the provisions of the Constitution of the Federal Republic of Nigeria, 1999. How can their dream be actualized in accordance with the Constitution of the Federal Republic of Nigeria?
6. Elaborate on the procedure for the ordinary alteration of the provisions of Nigerian Constitution.

36
36
72



AHMADU BELLO UNIVERSITY ZARIA
FACULTY OF LAW
SECOND SEMESTER 2017/2018 EXAMINATIONS
CONSTITUTIONAL LAW II (LWPU202)

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19th October 2018

PART B (ANSWER TWO QUESTIONS IN THIS PART BUT QUESTION THREE IS COMPULSORY)

TIME: 1:15MINS

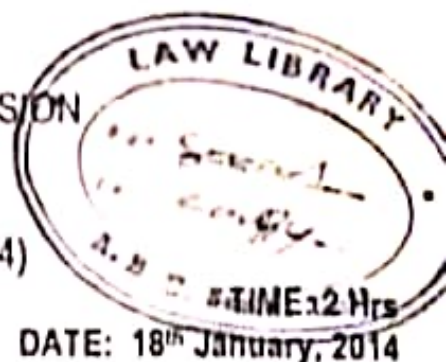
1. Discuss the issues relating to constitutional amendment in Nigeria
2. The courts are guided by rules in carrying out their constitutional role. Elucidate
3. Lucidly expound and invalidate the basis upon which chapter of the Nigerian constitution is non-justiciable. Show how this non-justiciability may be or is being implemented in Nigeria

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FACULTY OF LAW,
AHMADU BELLO UNIVERSITY, ZARIA.
2nd SEMESTER EXAMINATIONS, 2012/2013 SESSION

CLASS: 200 LEVEL (CIVILWSIL)
Course: NIGERIA LEGAL SYSTEM (LWPU 204)



Instructions: Answer **FOUR** Questions. Question **ONE** and **TWO** are compulsory.

1. In line with the Supreme Court's decision in *STATE V. KORI & ORS* (1983) 14 NSCC 69 and *Attorney General, Kaduna State v. Hassan* (1985) 2 NWLR (pt 8) 483. What is the extent of the powers of Attorney General in criminal proceedings and how such power is to be exercised?
2. Precedents are binding and persuasive in nature, with the benefit of understanding the development of precedent via the case law system, will it be safe to conclude that judges make law?
3. Mention the general principles of interpretation and explain any two of them.
4. Give an overview of the history of legal practice and education in Nigeria.
5. Explain in details the nature of internal conflicts of law and how conflicts between different systems of law are resolved in Nigeria.
6. What are the processes used by court to compel the appearance of an accused person.



AHMADU BELLO UNIVERSITY, ZARIA
SECOND SEMESTER EXAMINATION (2019/2020)
CLASS: 200 LEVEL (CIVIL/WSIL)
COURSE: LAW OF CONTRACT (LWPR 202)

Instructions: Answer 4 questions. No.1 is compulsory. Be brief. TIME: 2h: 30 mins

- 1, X made an advertisement in the Newspaper that it had an Oil Tanker for sale which was lying at Apapa Port. Tenders were thus invited, and later Y's tender of N5million was accepted. Y incurred so much expenses in moving to the site. After a tedious but fruitless journey, it turned out that the Oil Tanker never existed at the Port, and that X's employees fraudulently made the advertisement. X is denying liability on the ground that the contract was void for mistake. Advise Y
2. a) With the aid of judicial authorities, distinguish between a contract in which identity is crucial from one in which identity is irrelevant.
(b) The decisions of the courts on the effect of unilateral mistake on an innocent party appear conflicting and irreconcilable. Reconcile the conflicting decisions of the court and state the position of the law.
3. X. is a Miller in Kaduna and Y is a carrier of goods. The craft shaft of X's steam engine has broken with the result that work on the Mill came to a stand-still. X had ordered a new shaft from an engineer in Lagos, and arranged with Y to carry the broken shaft to the engineer to use it as model for a new shaft. Y did know that X had no spare shaft, and that the Mill could not function until the new shaft was installed. Y delayed the delivery of the shaft to the engineer for several days which resulted to delay in re-opening the mill, and consequently loss of profits to X to the tune of N5million. Advise X.
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TIME: 2 Hrs 30 Mins
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Instruction: Answer Question No. 1 and any Three Other Questions only

1. Melinda owns an oil painting and a smaller pencil sketch which are both thought to be by Emirate's artist who has recently died, and whose work is fetching increasingly large amounts at auction. Melinda wrote to her friend Salina, offering to sell her "my little Emirate picture" (the sketch) for N2,000.00. Salina, who knows little about modern art, accepts, saying, "I am pleased to accept your offer. As you may know, I am hoping to build up a collection of modern paintings." Melinda delivers the Emirate sketch while Salina is out. Salina in fact wanted the oil painting, not the sketch. Before she can return it, another friend of hers, who is an expert on Emirate's work tells her that the sketch is of poor quality and not worth more than N400.00. That a good quality sketch would cost N800.00 to N1,000.00. Melinda who had herself bought the sketch for N1,500.00 refuses to take it back and insists that Salina must pay her N2,000.00. The oil painting is valued at N8,000.00.

Advise Melinda and Salina using case law.

2. Examine the capacity of a minor for the enforceability of a contract with him.
3. Explain clearly the meaning and effect of "privity of contract" using case law.
4. Elucidate on the exceptions to the "privity of contract" using case law.
5. Explain "discharge of contract" by breach using case law.
6. The main objective of "damages" for breach of contract is to put the claimant "so far as money can do it... in the same situation... as if the contract had been performed" (Robinson v. Harman (1848)).

Explain the principle and discuss any exception thereto using case law.

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FACULTY OF LAW
AHMADU BELLO UNIVERSITY
CONTINUOUS ASSESSMENT (2018/2019)
CLASS: 200 LEVEL (CIVIL LAW/SIL)
COURSE: LAW OF CONTRACT (MAKE-UP TEST)

Instructions: Answer all questions. Be brief!

1. The maxim "*ex turpi causa non oritur actio*" means
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9. State two types of breaches.....
10. The essence of damages is to.....
.....
.....
11. State the rule in *Hadley v. Baxendale*
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3. What year was the current rule in (11) above made?

4. Give 3 examples of international human rights instruments known to you:

5. Why do you think section 36 of the Constitution is the bedrock of constitution?

6. What legal maxims represent the assertion in (15) above?

7. Why is section 38 of the Constitution not a practicable fundamental right in Nigeria?

8. Enumerate three entitlements of an accused person under S. 36 (6) of the Constitution

9. In two lines what do you understand by freedom of expression?

10. Why do you think federal character principle violates section 42 of the Constitution?

11. What is the full title of chapter II of the Nigerian Constitution?

12. What are the limitations to the enforcement of chapter IV?



INSTRUCTIONS: Answer any four (4) questions

1. Mention any five (5) merits of following precedent by a court
2. List and explain the criteria for determining the validity of a custom high court in Nigeria
3. How can a court ascertain the existence of customary law
4. a) List and explain any five (5) duties of a lawyer
b) Briefly explain the liability of lawyers for professional negligence
5. Differentiate between *ratio decidendi* and *obiter dictum*

19th October 2018

16. NO.....

INSTRUCTIONS: ANSWER **ALL** QUESTIONS IN PART A.

ANSWER QUESTION **THREE (3)** AND ANY OTHER QUESTION IN PART B.

TIME: TWO HOURS (START WITH PART A 45 MINUTES THEN PART B 1:15MINS)

PART A

Who can deprive one of his/her right to life?

What is the authority, if any, for your answer in (1) above?

What are the three circumstances where liability for taking life may be excused under the Constitution?

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All human rights are pivotally predicated on:

Which section of the Constitution provides for the right in (4) above?

State the three examples of specific exclusions in the provisions dealing with the dignity of the human person:

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.....

.....

Give three examples of exceptions to forced or compulsory labour:

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.....

Why is Chapter IV of the Nigerian Constitution sacrosanct?

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In constitutional amendment three issues require four-fifth majority of the NASS. What are they?

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Identify three examples where the liberty of a person is said not to be violated under the Constitution:

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What is the full meaning of FREP Rules?

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Who makes the rules in (11) above?

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FACULTY OF LAW
AHMADU BELLO UNIVERSITY, ZARIA
LAW OF CONTRACT (LWPR 202)
CONTINUOUS ASSESSMENT 2019/2020 SESSION
INSTRUCTIONS: 1. WRITE LESS. 2. ANSWER ALL QUESTIONS

TIME: 1HR

1. Differentiate between Common and mutual Mistake
2. State Two (2) agreements that are required by law to be in writing and Two(2) agreements that are required to be by deed.
3. State 2 laws which provide for requirements of writing in contracts relating to land.
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Answer 4 Questions, including questions no. 1 and no. 4.

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2. "... the word (impeachment) should not be used as a substitute for the removal provision of section 188 (and 143). We call a spade its correct name of spade and not a machete because it is not one." Per Niki Tobi, JSC (as he then was) in *Inakoju v Adeleke* (2007) 4 NWLR pt. 1025 @421. Explore the differences in removal procedures in Nigeria and the American impeachment proceeding.
3. Chapter Two is the National Manifesto in Nigeria. Analyze its import and efficacy in advancing the polity.
4. The members of Tsomomuwa village in Kutamashi LGA of Yalwa State, Dangushi Community in Afasa LGA of Tafasanga State and that of Tabomi in Kafinga LGA are interested in the creation of new Local Government Area of Fadama under the provisions of the Constitution of the Federal Republic of Nigeria, 1999. How can their dream be actualize in accordance with the Constitution of the Federal Republic of Nigeria?
5. a) To what extent can the twin pillars of natural justice be said to have been encapsulated in the Nigerian Constitution?
b) Examine the Islamic Law principles that advanced the practice of fair hearing.
6. Elaborate on the procedure for the ordinary alteration of the provisions of Nigerian Constitution.



FACULTY OF LAW
AHMADU BELLO UNIVERSITY, ZARIA
SECOND SEMESTER EXAMINATIONS 2018/2019 SESSION
LAW OF CONTRACT (LWPR 202)
LL B 200L

TIME: 2 ½ Hrs

31ST October, 2019.

INSTRUCTION Answer FOUR questions only. Support all your answers with judicial authorities

1. In order to affect the validity of a contract, a misrepresentation must exhibit certain characteristics. In line of this statement, answer the following questions:
 - ✓ a. Explain the meaning and types of misrepresentation
 - ✓ b. Mention and explain the characteristics of misrepresentation
 - ✓ c. Outline the remedies for misrepresentation
2. a) Distinguish clearly between common mistake, mutual mistake and unilateral mistake.
✓ b) Briefly outline the remedies available for mistake under common law and equity
3. a) Explain fully the principle of privity of contract and its exception under the law
b) A contract was made between Ahmad and Segun, one of the terms of the agreement was for Segun to pay N5,000 to Chijioke, Segun failed to pay Chijioke the agreed sum and Ahmad refuses to sue Segun. Advise Ahmad as to whether he can claim against Segun
- ✓ 4. Examine the capacity of infant and drunken persons for the enforceability of a contract with them.
5. X is a miller in Kaduna and Y is a carrier of goods. The craft shaft of X's stream engine was broken with the result that work on the mill came to a stand-still. They had ordered new shaft from an engineer in Lagos, and arranged with Y to carry the broken shaft to the engineer to use it as model for a new shaft. Y did not know that X had no spare shaft, and that the mill could not function until the new shaft was installed. Y delayed the delivery of the shaft to the engineer for several days which resulted to delay in re-opening the mill and consequently loss of profits to X to the tune of N5 Million. Advise X on the following:
 - a. Claim for the sum of N5 Million as damages for loss of profits
 - b. What would be your advice if X had informed Y that they did not have spare shaft and that the mill would be consequently grounded? -
6. ✓ a) Briefly explain the general rule on discharge of contract by frustration.
✓ b) Explain three (3) events that may constitute frustration
✓ c) Effect of frustration on contract

*remedy as the party is discharged
to money paid can be recovered*



FACULTY OF LAW
AHMADUBELLOUNIVERSITY, ZARIA
SECOND SEMESTER EXAMINATIONS, 2015/16 SESSION
COURSE: LL.B. 200 LEVEL (CIVIL/LAWSII)
SUBJECT: LAW OF CONTRACT TORT (LWPR 202)

Time 2Hrs 30Mins
15th August, 2016

Instructions: Answer Question ONE and Any other TWO Questions.

1. Mallam Dahiru Sani sold his car to Yakubu Shehu (15 years old). After the sale of the car, the said Yakubu engaged the service of Mallam Dahiru Sani for Mallam Dahiru to teach him a fastest way of passing exams in Yakubu's Department of Mass Communication which Mallam Dahiru did. Consequently, Yakubu had 4 point after the training he received from Mallam Dahiru. A month after, Yakubu went to Mallam Dahiru's bookshop and bought textbooks worth 50 thousand naira. On same day Yakubu met Dr. Salim Magashi and told him that he is 20 years old and he requested Dr. Salim Magashi to borrow him the sum of 20 million naira which Dr. Salim did. Yakubu bought three different cars with the said 20 million naira. Now answer the following:

- i. Is the contract for the purchase of a car between Mallam Dahiru and Yakubu valid and why? (two sentences)
- ii. Cite one case to support your answer in (i) above
- iii. Is the contract for training Yakubu on how to pass exams valid and why? (two sentences)
- iv. Is the contract for the loan of 20 million naira valid and why? (two sentences)
- v. Cite one case to support your answer in (iv) above
- vi. Assuming the contract in (iv) above is invalid can Dr. Salim Magashi recover the 3 cars
- vii. Mention the various categories of persons that lack the capacity to enter into contract
- viii. What is the meaning of *non est factum*
- ix. What is the meaning of *in pari delicto*
- x. What is the meaning of *ex turpi causa non oritur action*

2. Discuss extensively the doctrine of "privity of contract"

3. Explain waiver of contractual right vis a' viz promissory estoppel

4. Discharge of a contract means bringing a contract into an end. Now answer the following with judicial authorities:

- a. Discharge by performance
- b. Discharge by agreement
- c. Discharge by breach
- d. Discharge by frustration

5. (a) Mention vitiating element of contract
(b) Mention the categories of illegal contract by statute and at common law
(c) Mention the effects of illegal contract
(d) Mention the remedies available for breach of contract
(e) Define the latin phrase *Quantum Meruit*

formal and perform



FACULTY OF LAW
AHMADU BELLO UNIVERSITY
SECOND SEMESTER EXAMINATIONS 2018/2019 SESSION
COURSE CONSTITUTIONAL LAW (LWPU 202)

Answer 4 Questions, including questions no. 1 and no. 4.

1. The followers of Mairuwa Traditional Religion built a place of worship by Mailsawa Dam. Alhaji Tafarki Adam, who is the Governor Wuro-Ardo State, directed the State Town Planning Authority to demolish the place as he intends to construct a weekend gateway for himself and his family in its place. Mai Anguwa Mai-Haske, the Leader of the community sought your advice on whether they have a course of action and how they are to enforce it.
2. "... the word (impeachment) should not be used as a substitute for the removal provision of section 188 (and 143). We call a spade its correct name of spade and not a machete because it is not one." Per Niki Tobi, JSC (as he then was) in *Inakoju v Adeleke* (2007) 4 NWLR pt. 1025 @421. Explore the differences in removal procedures in Nigeria and the American impeachment proceeding.
3. Chapter Two is the National Manifesto in Nigeria. Analyze its import and efficacy in advancing the polity.
4. The members of Tsomomuwa village in Kutamashi LGA of Yalwa State, Dangushi Community in Afasa LGA of Tafasanga State and that of Tabomi in Kafinga LGA are interested in the creation of new Local Government Area of Fadama under the provisions of the Constitution of the Federal Republic of Nigeria, 1999. How can their dream be actualize in accordance with the Constitution of the Federal Republic of Nigeria?
5. a) To what extent can the twin pillars of natural justice be said to have been encapsulated in the Nigerian Constitution?
b) Examine the Islamic Law principles that advanced the practice of fair hearing.
6. Elaborate on the procedure for the ordinary alteration of the provisions of Nigerian Constitution.



AHMADU BELLO UNIVERSITY ZARIA
FACULTY OF LAW
SECOND SEMESTER 2017/2018 EXAMINATIONS
CONSTITUTIONAL LAW II (LWPU202)

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19th October 2018

PART B (ANSWER TWO QUESTIONS IN THIS PART BUT QUESTION THREE IS COMPULSORY)

TIME: 1:15MINS

1. Discuss the issues relating to constitutional amendment in Nigeria
2. The courts are guided by rules in carrying out their constitutional role. Elucidate
3. Lucidly expound and invalidate the basis upon which chapter of the Nigerian constitution is non-justiciable. Show how this non-justiciability may be or is being implemented in Nigeria

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REG. NO.

INSTRUCTIONS: ANSWER ALL QUESTIONS IN PART A.
ANSWER QUESTION THREE (3) AND ANY OTHER QUESTION IN PART B.
TIME: TWO HOURS (START WITH PART A 45 MINUTES THEN PART B 1:15MINS)

PART A

1. Who can deprive one of his/her right to life?
2. What is the authority, if any, for your answer in (1) above?
3. What are the three circumstances where liability for taking life may be excused under the Constitution?
4. All human rights are pivotally predicated on:
5. Which section of the Constitution provides for the right in (4) above?
6. State the three examples of specific exclusions in the provisions dealing with the dignity of the human person:
7. Give three examples of exceptions to forced or compulsory labour:
8. Why is Chapter IV of the Nigerian Constitution sacrosanct?
9. In constitutional amendment three issues require four-fifth majority of the NASS. What are they?
10. Identify three examples where the liberty of a person is said not to be violated under the Constitution:
11. What is the full meaning of FREP Rules?
12. Who makes the rules in (11) above?



FACULTY OF LAW
AHMADU BELLO UNIVERSITY, ZARIA
SECOND SEMESTER EXAMINATION, 2017/18 SESSION
COURSE: NIGERIAN LEGAL METHOD (LWPU102)
CLASS: LL.B 100 AND 200 (DE) (CIVIL/WSIL)

Time: 2 ½ Hrs
13th October, 2018

INSTRUCTIONS: Answer four questions only. Two questions from section A and two questions from section B

SECTION A

1. Define common law and equity and bring out six different attributes that distinguishes the two sources
2. Write a detail notes on any three of the following:
 - a. The difference between Constitution and Ordinance
 - b. The benefit of law clinics to law students
 - c. Discipline and removal of judicial officers
 - d. Juristic work/text books as a source of law
3.
 - a) Critically discuss the differences between clinical education, legal clinic and legal aid council
 - b) Identify and discuss the characteristics of functional clinical legal education

SECTION B

4. A friend of yours from University of Abuja arrived kongo campus and requested your assistance in searching for Legal Aid Council Act, CAP L9 Laws of Federation of Nigeria 2004 and the case of *Union Bank vs. Unwachuku* (2005) NLLR, 3pt7, 146 in A.B.U Law Library. Kindly narrate to him all the procedures he will adopt in searching these two materials.
5.
 - a) Using relevant good examples, explain where a legal researcher can resort to in using Descriptive and argumentative legal writing
 - b) How can you describe fact in issue in legal writing
6. comment in details the following:
 - a. the challenges of application of ICT to legal research
 - b. prospects of application of ICT to legal research



FACULTY OF LAW
AHMADU BELLO UNIVERSITY, ZARIA
SECOND SEMESTER EXAMINATIONS 2018/2019 SESSION
NIGERIAN LEGAL SYSTEM (LWPU 204)
LL.B 200L

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TIME: 2 ½ Hrs

29th October, 2019.

INSTRUCTION: Answer FOUR questions only

1. *Locus standi* is an important feature of Civil Procedure. Explain the concept in full
2. Discuss the duties of a legal practitioner in terms of his role to the court and the society at large
3. Judicial precedent provokes consistency and predictability as far as court's decisions are concerns. Explain the principle in full and the implications of binding and persuasive precedents there on.
4. The Writ of Summons is a command issued to the defendant initiated by a complainant. Discuss its service and conditions for substituted service
5. Explain in details, the recommendation of the Unsworth Committee and its implication on legal education and practice in Nigeria
6. What are the duties of a prosecuting counsel in a criminal matter especially within the background of the newly introduced plea bargaining with the new Adumbration of Criminal Justice Act of Nigeria

13. Which year was the current rule in (11) above made?

14. Give 3 examples of international human rights instruments known to you.

15. Why do you think section 36 of the Constitution is the bedrock of con

16. What legal maxims represent the assertion in (15) above?

17. Why is section 38 of the Constitution not a practicable fundamental right in Nigeria?

18. Enumerate three entitlements of an accused person under S. 36 (6) of the Constitution

19. In two lines what do you understand by freedom of expression?

20. Why do you think federal character principle violates section 42 of the Constitution?

21. What is the full title of chapter II of the Nigerian Constitution?

22. What are the limitations to the enforcement of chapter IV?

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FACULTY OF LAW
AHMADU BELLO UNIVERSITY, ZARIA
SECOND SEMESTER EXAMINATIONS 2018/2019 SESSION
NIGERIAN LEGAL SYSTEM (LWPU 204)
LL B 200L

LAW 15HAF
431 2001

TIME: 2 ½ Hrs

29th October, 2019.

INSTRUCTION: Answer FOUR questions only

1. *Locus standi* is an important feature of Civil Procedure. Explain the concept in full
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Instruction: Answer Question No. 1 and any Three Other Questions only

1. Melinda owns an oil painting and a smaller pencil sketch which are both thought to be by Emirate's artist who has recently died, and whose work is fetching increasingly large amounts at auction. Melinda wrote to her friend Salina, offering to sell her "my little Emirate picture" (the sketch) for N2,000.00. Salina, who knows little about modern art, accepts, saying: "I am pleased to accept your offer. As you may know, I am hoping to build up a collection of modern paintings." Melinda delivers the Emirate sketch while Salina is out. Salina in fact wanted the oil painting, not the sketch. Before she can return it, another friend of hers, who is an expert on Emirate's work tells her that the sketch is of poor quality and not worth more than N400.00. That a good quality sketch would cost N800.00 to N1,000.00. Melinda who had herself bought the sketch for N1,500.00 refuses to take it back and insists that Salina must pay her N2,000.00. The oil painting is valued at N8,000.00

Advise Melinda and Salina using case law.

2. Examine the capacity of a minor for the enforceability of a contract with him.
3. Explain clearly the meaning and effect of "privity of contract" using case law.
4. Elucidate on the exceptions to the "privity of contract" using case law.
5. Explain "discharge of contract" by breach using case law.
6. The main objective of "damages" for breach of contract is to put the claimant "so far as money can do it... in the same situation... as if the contract had been performed" (Robinson v. Harman (1848)).

Explain the principle and discuss any exception thereto using case law.