

LAW 221
CONTRACT LAW 1

UNIVERSITY OF BUEA
FACULTY OF LAW AND POLITICAL SCIENCE
DEPARTMENT OF ENGLISH LAW

FIRST Semester examination, Course instructors: Prof. Boma, Dr. Ekpombang & Barr. Tchana

Course title: Contract Law

Answer question one and any other question of your choice. Orderliness and precision in

Course Title: LAW 221. Time allowed: 2 hours
answers are prescribed.

Question 1. Mary and Bella are sisters. On 1st February Mary meets her sister for a drink and tells her she is looking for a new sport car. Bella replies that she wants to sell her red Ferrari as there is now a better model available and that she is happy to sell to her sister. Bella says she wants "about 3,000,000 FCFA" for it. That evening Mary sends an email to Bella saying, "I accept your offer to sell the car for 3,000,000 FCFA and will transfer the money in a few days". On the 3rd of February Bella sends Mary an Email that reads: "Don't be stupid I wouldn't sell the car for that, I want 3,500,000 FCFA for it. To avoid any further misunderstanding, do not email me again unless you do not want the car at that price." Mary was so annoyed on reading the first sentence of Bella's email that she deleted it without reading further and did not reply. Three weeks later Bella ran Mary and demanded 3,500,000 FCFA, offering to deliver the car.

a.) Advise Mary. (25 Marks)

b.) How, if at all, would your answer differ if, upon reading Bella's email on the 3rd February, Mary decided to purchase the car for 3,500,000 FCFA and Bella now refuses to deliver it? (10 Marks)

Question 2.) In January 2016, Paradise Motels (PM) engaged Basic Builders (BB) to construct a 100-bedroom motel for 50 Million FCFA. The terms of the building contract stipulate that the motel is to be completed by 1st May 2018. After 12 months, the building of the motel has clearly fallen behind schedule, and BB inform PM that they are having financial problems and will be unable to complete the motel in time. PM have already managed to secure full booking of the motel for the Easter vacation of 2018 and PM offers to pay BB an extra 15 Million to ensure that the motel is finished on time. BB agree to this arrangement and continue the building work. In February 2017, just before the motel is finally completed, PM informed BB that they do not intend to pay the additional 15 Million.

Advise BB of their legal position. (35 Marks)

Question 3) Examine the Exceptions to the doctrine of Privity of Contract (35 Marks)

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Continuous assessment.

January 2019, law 221(contract law)

Answer all questions

a.1 there is little unanimity as to the meaning of consideration in law. Show how the courts grappled with the use of this word. (20 Marks)

Q. 2 make notes on the following: (i) Acceptance by post (5 Marks), (i) Lapse of offer (5 Marks)

FACULTY OF LAWS AND POLITICAL SCIENCE DEPARTMENT OF ENGLISH
PRIVATE LAW

RE-SIT EXAMINATION AUGUST 2018

COURSE CODE: LAW 221

TITLE: CONTRACT LAW

COURSE INSTRUCTORS: PROF BOMA/BARR. TCHANA

Attempt any question of your choice, Good English, orderly presentation of materials and relevant authorities will be an asset.

Question I(a) (10 Marks)

Consider the validity of these transactions

. Tony in Douala offers to sell 50 Samsung brand mobile phones to Ben in Yaoundé, the acceptance be "by return post". Ben accepts the offer by telegram.

- Beverly's bike is stolen and she advertises a reward of 100.000 CFA to anyone who finds it. Peter who has not seen the advertisement discovers the bike in an abandoned building and takes it home. His wife on seeing the bike recognizes it as the one for which the reward has been offered and shows Peter the advertisement in the news paper. Peter return the bike to Beverly who refuses to pay the 100.000 CFA claiming that the offer has been withdrawn.

b) "Valuable consideration must be worth something over and above what the plaintiff was already bound to do". Explain and illustrate. (20 Marks)

c) Bring out the legal meaning of the maxims "ex turpi causa non oritur action" and "turpi causa potior est conditio possidentis". (5 Marks)

Question 2

a) "The thought of man is not triable for the devil himself knoweth not the thought of man". Discuss

this assertion in the light of the rules governing communication of acceptance. (10 Marks)

b) In order to discover whether the parties intended to be bound by a statement made by one of them,

the court takes into account any relevant factor. Analyse. (10 Marks)

c) In order to maintain the calm and tranquility in a school environment, the owners of land adjoining a school agreed with the proprietor of the school in 2014 not to build a factory on their respective lands. Tom, one of the neighbours to the school sells his own portion of land to Mike in 2016 and obtains the same promise from him.

Meanwhile the school has since 2017 moved to a new site as a result of expansion.

Mike intends to set up a grinding mill on his piece of land. Advise him. (5 Marks)

d) "The fact that a contract is founded on common mistake is a complete nullity or not does not necessarily mean that the courts in equity will not give relief to parties".

Discuss (10 Marks)

....Good Luck...

Instruction: Answer all Question

question 1 Mr. Dibo David had lived with his girl friend Elizabeth for a period of five (5) years before his death. Mr. Dibo David had expressed before his death the wish that if the girl friend survived him, she should have the use of his four bedroom duplex apartment on the payment of Two Thousand francs cfa (2.000) every month as consideration. Six months after the death of Mr. Dibo, Miss Elizabeth tried to pay the sum of Twelve Thousand Francs (12.000 frs) arrears of rents to her deceased boy friend's brothers who were the executors of Mr. Dibo's estate. The brothers of late Mr. Dibo are arguing that the sum of Two Thousand Francs (2.000 frs) is too small as consideration for the apartment she is occupying and are strongly insisting that Elizabeth must pay the sum of Fifty Thousand Francs (50.000frs) as rent per month and as a consequence they are requesting Elizabeth to pay to them the sum of Three Hundred Thousand francs (300.000 frs) as arrears of rent for the six months she stayed in the duplex after Mr. Dibo's death. Elizabeth is insisting to pay the said Two Thousand (2.000) as monthly rent."

Answer all Question

From the above facts, advise both parties as to their respective chances of success in the event of a court action (10 marks).

Question 2 Critically examine the view that advertisement and display of goods are not offers but invitation to treat (10 Marks)

Question 3 Under what circumstances can consideration be considered insufficient, though a bargain has been struck by the parties? (10 Marks)

UNIVERSITY OF BUEA. FACULTY OF SOCIAL AND MANAGEMENT
SCIENCES DEPARTMENT OF LAW
FIRST SEMESTER EXAMINATION (MAY, 2017). COURSE TITLE: CONTRACT
LAW

Attempt question one and two others. Good English, orderly presentation of materials and relevant authorities will be an asset.

Question 1(a) 'Definition of "Consideration" reveals three important things: the idea of reciprocity, detrimental reliance and that consideration need not be adequate'. Using decided cases, discuss this assertion. (15 Marks)

1(b) Anthony intends to travel to Nigeria next week and makes an offer by phone to sell his car to Ben. Ben knows that Anthony intends to travel but decided to post his letter of acceptance by Express Mail Service, the fast delivery mail service. The letter of acceptance reached Anthony two days after but he had already sold the car to another person in the morning of the day he received the letter of acceptance. Advise the parties on the legal position. (15 Marks)

Question 2. (a) Critically examine the view that advertisement and display of goods are not offers but invitation to treat (12 Marks)

(b) Following a serious and violent strike by the workers of Buea Quarries Ltd, the management of the company agrees with the police authority that the company should pay 2,000,000 FCFA to the police authorities for the later to protect the head office of the company. When the strikes came to an end, the police authorities demanded payment of the money but the company is telling them that they (the company) cannot pay it because it was already the responsibility of the police to guard the place. Discuss the legal position (8 Marks)

Question 3. State and explain the general exceptions to the doctrine of privity of contract. (20 Marks)

Question 4. Examine the various types of mistake and show if possible any remedies involved. (20 Marks)

Question 5 (a). Bring out the legal meaning of the maxims *ex turpi causa non oritur actio* and *turpi causa potior est conditio possidentis*. (5 Marks)

(b) There are many kinds of agreements which the courts will refuse to recognize on grounds of illegality. What are these grounds? (5 Marks)

(C) Jacob who has a firearms license purchased a gun from Charles with the intention of using the gun in a bank robbery. Jacob made an advance payment of 50,000 FRS CFA and agreed to pay the balance of 50,000 FRS CFA by two monthly installments of 25,000 FRS each. The following week Jacob was arrested for taking part in unsuccessful bank raid and has refused to pay any of the monthly installments. Advise Charles (10 Marks)

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FRST SEMESTER EXAMINATION UNIVERSITY OF BUEA.
LAW 221
COURSE: CONTRACT LAW I
YEAR JANUARY 2016. DURATION THREE (03) HOURS. INSTRUCTIONS:
ANSWER QUESTION ONE AND TWO OTHERS. COMPULSORY QUESTION!

1. State and explain six exceptions to the doctrine of privity of contract ...30 marks
2. Examine the various types of Mistake and show if possible any remedies involved....(20marks)

Explain what you understand by:

- i)
- i)
- ii)
- iv)

Cross offer
Invitation to treat
The postal rule
Contract by waiver
(20 marks)

.....

..20marks

4. Explain how a typical common law contract is formed....

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FIRST SEMESTER EXAMINATION UNIVERSITY OF BUEA.
LAW 221
COURSE: CONTRACT LAW
RESTITUTION 2016.
LECTURERS: Dr. ALVINE / Dr., Br. LEKUNZE
DURATION THREE (03) HOURS.
INSTRUCTIONS:

ANSWER ANY THREE QUESTIONS. ALL QUESTIONS CARRY EQUAL MARKS

1. What are the general exceptions to the doctrine of privity of contract.

2. Explain:

- i) Cross offer
- ii) Invitation to treat
- iii) The Rule in *Adams v. Lindsell*.
- iv) The ratio decidendi in *Carlill v. Carbolic Smoke Ball Ltd*.

3. Examine some of the factors that may vitiate the formation of a valid contract.

4. What do you understand by the following:

- a. Mistake as to Subject matter.
- b. Mistake as to identity.
- c. Unilateral mistake.
- d. Mutual mistake.

....Good luck.....

