

OLABISI ONABANJO UNIVERSITY AGO-IWOYE
CENTER FOR CONTINUING EDUCATION
FACULTY OF LAW
DIPLOMA IN LAW

2014/2015 HARMATTAN SEMESTER EXAMINATION
DIL 102 LAW OF CONTRACT

Instruction: Answer any four questions.
Time Allowed: 2 1/2 hours

Ambiguous

1. An invitation to treat is distinct and distinguishable from an offer. Do you agree?
2. Examine with the aid of relevant judicial authorities the essential requirements of a valid offer.
3. "An acceptance must be communicated by the offeree to the offeror". Explain this statement with the aid of relevant judicial authorities bearing in mind the following:
 - a. Acceptance by post
 - b. Acceptance in E-transactions
4. "Consideration may be described as the price for which a promise is bought". Examine this statement with the aid of relevant judicial authorities bearing in mind the rules of consideration.
5. Mr. and Mrs. Dawodu have been married for three years. In April, 2014, the couple decided to spend their Easter holiday with their friend, Mr. Dende, who resides at Akure. During the visit, Mrs. Dawodu took ill and was hospitalised. Mr. Dawodu however had to return to Lagos for an urgent assignment at his place of work. He agreed with Mrs. Dawodu that she will receive Forty Thousand Naira Only (N40, 000. 00) per month as her upkeep while she remains in Akure. Mr. Dawodu however failed to act as agreed. After about six months, Mrs. Dawodu returned to Lagos to be with Mr. Dawodu. She intends to sue Mr. Dawodu for the sum as agreed. Mrs. Dawodu has approached you for a legal advice on this matter. Advise Mrs. Dawodu with the aid of relevant judicial authorities.
6. Write short notes on any Three (3) of the following:
 - a. Express Contract - *spelt*
 - b. Formal Contract - *deed*
 - c. Unilateral Contract - *one party*
 - d. Void Contract - *lacking*
 - e. Voidable Contract - *terminated*

2014/2015

executed