



NATIONAL OPEN UNIVERSITY OF NIGERIA
UNIVERSITY VILLAGE, PLOT 91, NNAMDI AZIKWE EXPRESSWAY
JABI, ABUJA
FACULTY OF LAW
JULY 2017_1 SEMESTER EXAMINATION

COURSE CODE: LAW 233

COURSE TITLE: LAW OF CONTRACT 1

TIME ALLOWED: 2 ½ HOURS.

INSTRUCTION: ANSWER FOUR QUESTIONS INCLUSIVE OF QUESTION 1.

[Question No.1 carries 25 marks and attempt is compulsory]

1. Chief Aladesanmi, a high Chief from Ondo Kingdom is a Pirelli Tyre major dealer who operates with the name ALASARI & CO and based in Okokomaiko. He is also married to Madam Adedayo who gave birth to a Son named Aladedayo. Chief Aladesanmi also has two daughters Aladeyo and Aladedun who his estranged wife Madam Ajoke who lives in his London house gave birth to him. Chief Aladesanmi is a very principled man and a Disciplinarian and does not compromise hard work for any reason. It was based on his hard principle that he had an agreement with Madam Ajoke that the sum of N150,000 shall be given to her as maintenance every month and same shall be delivered to her only in the value and worth of tyres in that amount. Madam Adedayo, Chief Aladesanmi 2nd wife has passion for business and it was to this extent that Chief Aladesanmi mandated Alasari Company to supply her the numbers of tyre worth the sum of N150,000 per month on sales on return and this relationship has continued for time being on seal on the ground that at any time Madam Adedayo shall make request for such tyres, Alasari & co shall not decline in granting the order and Madam Adedayo is still entitled to supply based on overpaid credit to Alasari & Co. Alasari & co in the process of time started losing business due to economic recession and could not meet the market demand to all customers. Madam Adeayo and Madam Ajoke has continued to make demand for the tyres due them from Chief Aladesanmi and he has continued to decline their request. Both Madam Ajoke and Madam Adeayo on solidarity has approached your FALSEALARM WOMEN FOUNDATION, requesting your help to get their claims from Chief Aladesanmi. Kindly advise them accordingly. [25 Marks]
2. A Legally Enforceable Contract is One that Is more than a mere representation but such that can be delineated by certain tested, proved and operational factors which if compromised will provoke a result contrary to law. Discuss
3. Bankole a student of National Open University whose father is building a house at Ayobo is currently preparing for his final year exam. He followed his father to the site where he met Mr Oluya who did the architectural design of the building. At the site,

Bankole overheard Mr Oluya making a demand for the balance of payment for his architectural design which Bankole's father has refused to pay notwithstanding the delivery of the design, he has threatened a court action in that regard and left the venue angrily and headed for his 2014 model Bentley car which caught the attention of Bankole. On seeing the reaction of Bankole, his father promised him saying, "if you can have a first class in your forth coming exam, i will buy you a 2016 model Bentley car". Till now Oluya has not been paid his money and Bankole has just made first class in his just released final year exam result, and his demand for his father's promise has been blatantly refused. Bankole and Mr Oluya have now become best of friends and both of them have come to your Chamber to seek justice. With your knowledge of Law advise them appropriately and adequately as regards their respective claims. [15 Marks]

4. Law of contract and underlining principles cannot be fully understood without fathoming its derivation from the general source of law which has been subjected to certain theories and principles of nativity and indigenosity of the law. Embark on a voyage of discussion to the full appreciation of these concepts. [15 Marks]
5. Just as contracts are classified according to the nature and terms of agreement reach by parties, while offer on the other hand are outlined with certain characteristics, carefully examine these in the light of possible decided authourities. [15 Marks]
6. No agreement can be deemed to be a valid contract in law except and only when it contains certain important elements but this notwithstanding certain valid contracts may not be enforceable except it conforms to certain mode and style. Discuss this with the aid of probable authourities and conventions. [15 Marks]