



**NATIONAL OPEN UNIVERSITY OF NIGERIA
PLOT 91, CADASTRAL ZONE, NNAMDI AZIKWE EXPRESS
WAY, JABI - ABUJA
FACULTY OF LAW
DEPARTMENT OF COMMERCIAL LAW (CIL)
OCTOBER/NOVEMBER EXAMINATION 2016**

**COURSE CODE: CIL 233 (LAW 233)
COURSE TITLE: LAW OF CONTRACT I
CREDIT UNIT: 4
TIME ALLOWED: 2 ½ HOURS
INSTRUCTIONS: ANSWER FOUR QUESTIONS ONLY.
QUESTION ONE IS COMPULSORY**

QUESTION

1. MR. ALASEJU is a fish farmer residing in Akute, he offered to buy a plot of land for fish farming from MR. ALABOSI who sold to him a land found to be measuring 40x 80 ft as a plot of land which was agreed upon and a deed signed in that respect. MR. ALASEJU thereafter promised his first son MR. RECKLESS who is an undergraduate student of Agriculture writing his final exam, that he will be given the management of the farm if he has a higher grade after graduation and the completion of the construction. MR. ALASEJU started the building of the farm on the new land and also appointed MR. SKILLFUL as the Acting Manager of the farm, who accepted the offer and is expected to resume for duty after a week of appointment. MR. ALASEJU discovered while on construction that the plot sold to him is less than his expectation which ought to be a conventional measurement of 60x120 ft and he has gone to court praying for an order of court to declare the sale of land to him by MR. ALABOSI as improper. MR. SKILLFUL has refused to resume work after three [3] months, and MR. RECKLESS who graduated with First Class is pressurising his father to make him the manager of the farm and threatens to take him to court for refusing to make him the manager. MR. SKILLFUL has still neglected to resume for work and MR. ALASEJU has also maintained a suit against him for breach of contract. Identify the issues therein and advise the parties accordingly.
2. 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 authorities and conventions.
3. 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 authorities.

4. Chief Alatis is a professional farmer just won an American Lottery which has given him and his family permanent residency in the United States of America, and he has resolved to sell all his assets and produce. Alhaja Bature accepted to buy his harvested 20 basket of tomatoes and make payment on or before Tuesday night, just 2 days to the time of produce expiration. Chief Alatis also sent an E-mail to Alhaji Buraimoh, offering him to buy up his newly bought 2013 model Mercedes SUV Jeep but unknown to him, it was that day Alhaji Buraimoh died of illness and the email was received by his brother Chief Alonwonle who is a privy to all his mails who has decided that after the burial he will pay Chief Alatis and take the SUV jeep. By Thursday morning, some of the tomatoes were getting bad and all attempt to get Alhaja Bature proved abortive, so Chief Alatis called Madam Alero offering her the purchase of the tomatoes, but she replied she still has her stall stocked up and Chief Alatis had to call Mallam Audu who immediately came to pick up the basket of tomatoes on full pay. Being aware of the demise of Alhaji Buraimoh, Chief Alatis offered Mr. Jones his neighbour the Mercedes Benz SUV and he picked same immediately with full pay. After few hours on that same Thursday morning, Madam Alero came down with a lorry to Chief Alatis farm to buy up the tomatoes and was disappointed they were already sold and is threatening a suit against Chief Alatis for breach of contract. Alhaja Bature who also showed up on Thursday night with the money for the tomatoes is also instituting an action against Chief Alatis for breach of contract. Chief Alonwonle is also claiming a full right to purchase the Mercedes Benz SUV. Vividly identify and succinctly describe the subject matters herein vis-à-vis the contending parties and advise them accordingly.
5. 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.
6. Chief Anneto Eze an Ibo trader from Onitsha is considering taking a law programme at the National Open University and has taken form to that effect. His action was motivated by certain losses he has suffered in his business dealings and most particularly, the suit instigated against him for non-performance as he promised Onyiye his niece to pay for her air fare to Dubai on vacation and also that he was approached by Mrs. Churchill for the supplies of 50 Bags of DEPSIL Floor Cleanser which all terms and conditions were stated, agreed and perfected. But quarrels soon emerged between the twain when Mrs. Churchill claimed from him the cost of moving the goods to her shop at Tinubu Market which she stated she assumed should be part of the contract but Chief Anneto claimed otherwise that such was not part of the agreement. Advise Chief Anneto as to the claims against him by Onyiye and the situation between him and Mrs. Churchill.