

BOWEN UNIVERSITY, IWO, OSUN STATE
COLLEGE OF LAW
SECOND SEMESTER EXAMINATION 2023/2024 ACADEMIC SESSION
COURSE CODE - PCL 202
COURSE TITLE: LAW OF CONTRACT II

INSTRUCTIONS:

- a. Answer four questions in all. Two (2) questions from each Section
- b. Time allowed: 3 hours.

Section A

1. A Workshop has been organized on "Discharge by Performance of a Contract by Bowen University Community" so as to sensitize member of staff on rudiments of how contracts can be discharged. You have been invited to speak on *Discharge by Performance and its Operative Effect on a Contract*.
Comment on the topic as an expert in Law of Contract.
2. **With the aid of statutory and judicial authorities, examine the issues stated below and advise the parties appropriately:**
 - a. Anna agrees to sell her car to Bella for Five Million Naira, with a delivery date of June 31, 2024. On June 10th, Anna sells her car to Niyi for Six Million Naira. Could Bella sue Anna for a breach of contract?
 - b. Gideon, a contractor, agrees to build a hostel for Esther for Fifty Million Naira. Gideon fails to complete the work by the agreed-upon deadline. Esther hires another contractor to finish the job, using Gideons building materials left on the site. Could Esther claim damages from Gideon for breach of contract?
 - c. Michael agreed to marry Jane on the death of her father. During the lifetime of Jane's father, Michael broke off the engagement. Advise Jane.
3. **Write short notes on any three of the following:**
 - a. Rescission of contract;
 - b. Injunction;
 - c. Specific performance; and
 - d. *Quantum meruit*.
4. a. Mr. Jackson let a flat to Miss Kenan for N1,200,000 per annum. In a bid to defraud the state of revenue and pay a much smaller amount as tax than he would normally be obliged to pay, Mr. Jackson prepared two rent agreement documents. The first one disclosed that the rent for the flat and certain services would be N450,000 only. The second one disclosed a fee of N750,000 for the same services, plus the use of a refrigerator. Mr. Jackson intended to tender only the first document to the rating authorities and pay tax only on the N450,000, instead of on N1,200,000. When Miss Kenan failed to pay an instalment due under the agreement, Mr. Jackson instituted an action against her to recover the unpaid sum. **With the aid of judicial authorities, advise both parties on the legality of the contract.**

- b. With the aid of judicial authorities distinguish between **Common and Unilateral Mistakes**.
5. Nathan Assemblage Co. Ltd, a company that assembles vehicles, forced Bisade Co. Ltd, a company for whom they were assembling cars, to pay an extra 12 percent, over and above the agreed cost of the vehicles, threatening to abandon the assembling of their cars midway, knowing that Bisade Co. Ltd had already concluded a lucrative contract to sell the cars to a third party on completion and delivery of the vehicles. **With the aid of judicial authorities, advise Bisade Co. Ltd on the validity of the compulsion in the contract.**
6. a. Mr Kelsen, a legal practitioner, advised his client, Mr Ogidan, to purchase ten acres of land from another client of his, assuring Mr Ogidan that the said property was good enough for the purpose he needed it for. Mr Ogidan, upon discovering that the land was a subject of litigation, alleged that by improper advice his solicitor induced him to buy a land he was fully aware was a subject of litigation because of what he stood to benefit from the sale. **Advise Mr Kelsen on the validity of the contract.**
- b. List and discuss three forms of equitable reliefs for **mistake as a vitiating element of contract.**