

to sell the tricycles to a third party on completion and delivery of the vehicles. With the aid of judicial authorities, advise Nanic Co. Ltd on the validity of the compulsion made in the contract. **(11½ Marks)**

(b) With the aid of judicial authorities, write succinctly on the following:

(i) *Res sua*

(ii) *Res extincta* **(6 Marks)**

4. (a) Mr. Animasahun, a building contractor, gave Mr Benson, a public officer a luxury car and 2,000 US Dollars on the understanding that Mr. Benson would influence his being awarded a particularly lucrative government contract. When Mr. Animasahun failed to get the contract, he reported the matter to the police, and has also filed an action for the recovery of the 2000 US Dollars and the car from the defendant. With the aid of judicial authorities, advise both parties on the legality of the contract. **(8½ Marks)**
- (b) List and briefly explain three types misrepresentation as a vitiating element of contract. **(9 Marks)**

SECTION C

5. a. Discuss the various remedies available to a party for breach of contract under Nigerian law, illustrating your answer with relevant case law and statutory provisions.
- b. Critically analyze the rationale behind the preference for damages as a remedy, and under what circumstances courts may grant equitable remedies such as specific performance.
6. a. Critically examine the distinction between general and special damages in breach of contract cases.
- b. Using Nigerian judicial authorities, discuss the requirements for proving special damages and the implications of the rule in **Hadley v. Baxendale** on the assessment of damages.