

BOWEN UNIVERSITY, IWO, OSUN STATE
COLLEGE OF LAW
SECOND SEMESTER EXAMINATION 2022/2023 SESSION
COMMERCIAL LAW II - PCL 302
SECOND SEMESTER EXAMINATION 2022/2023 SESSION
INSTRUCTIONS: ANSWER FOUR QUESTIONS (TWO QUESTIONS FROM EACH
SECTION)
TIME ALLOWED: THREE (3) HOURS

SECTION A

1. Attempt a classification of goods and emphasise its importance in passing of title and risk in sale of goods
2. E-commerce is the future of commercial transactions. Discuss.
3. Write short notes on any 2 (two) of the following:
 - (a) Unpaid Seller
 - (b) Implied Terms as to Title
 - (c) Sale by Description

SECTION B

4. Kokovi bought a motor vehicle from Biggicar Nigeria Ltd under the hire-purchase agreement of December 2015. It was agreed that the hire-purchase price of Twelve Million Naira (N12,000,000) was to be paid by twelve equal monthly instalments commencing from January 2016. Kokovi was told that the cash price of the vehicle was Eleven Million Naira (N11,000,000) and also requested to insure the vehicle with Bowennis Insurance Company Ltd. Kokovi paid some instalments regularly and thereafter many instalments were unpaid. On the 22nd of December, 2016, the last instalment was paid by Kokori but he was in arrears for June, July and August, 2016. Biggicar Nigeria Ltd removed the vehicle on the 31st of December, 2016 from a garage where the vehicle was undergoing repairs and then sold the vehicle, although they had earlier filed an action for payment of the arrears and repossession of the vehicle. Kokovi has filed an action against Biggicar Nigeria Ltd contending that the repossession and subsequent sale of the vehicle were unlawful. Biggicar Nigeria Ltd on their part contends that their actions were lawful because Kokori was in arrears of three months instalments.

Showing how you arrived at your answer, calculate the monthly instalment and the relevant proportion payable by Kokovi and with the aid of relevant statutory and judicial authorities, examine the legal issues involved in the case and advise the parties appropriately.

5. **Distinguish a hire-purchase transaction from the following analogous legal transactions:**
 - a. CONTRACT OF HIRE
 - b. CREDIT SALE
 - a. CONDITIONAL SALE
6. The courts will always look at the substance of the transactions evidenced by the agreement and not at whatever appellation the parties have christened their transactions. **In view of this statement, identify the type of legal transaction that took place in the case below and give reasons for your answer:**

By a hire and purchase agreement, Jojo agreed to let certain furniture on hire to Casshy. Casshy agreed to pay by way of rent the sum of N20,000 (Twenty thousand naira) immediately, and N130,000 (One hundred and thirty thousand) in five instalments some five months later. The agreement stipulated the total sum of N150,000 (One hundred and fifty thousand naira) as the cost of the furniture and that if Casshy defaulted in payment, Jojo could recover possession of the furniture. Casshy had the intention of making an outright purchase of the furniture but didn't have sufficient money to do that. Before the third instalment was paid, Casshy sold and delivered the furniture to Akpan who received it in good faith and without notice of Jojo's rights. Jojo filed an action against Akpan to recover the furniture.