

BOWEN UNIVERSITY, IWO
(Of the Nigerian Baptist Convention)
COLLEGE OF LAW
FIRST SEMESTER EXAMINATION, 2022/2023 SESSION
PCL 403: EQUITY AND TRUSTS I

Instructions: Answer any FOUR questions Time Allowed: 3 Hours
Each Question attracts 17^{1/2} Marks

1. a. Discuss the principle of assignment of choses in action.
- b. Abbey owes Betty one hundred thousand naira, and Betty owes Clara one hundred thousand Naira.

Advise the parties on their rights, considering the nature of the property involved.

2. Discuss in detail the nature, origin and development of Equity until it became part of the Received English Law in Nigeria.
3. Mr. John Brown made a Will wherein he gave directions to his executors to sell or dispose of the residue of his personal and real estate and invest the proceeds and to further pay the interest thereon to Zacchaeus Brown. Zacchaeus Brown, thereafter, assigned his interest first, to Dele in year 2000, to Shade in 2006, and to Elizabeth in 2010, then to Harry in 2018. Before Harry purchased his interest, he instructed his Solicitors to investigate Zacchaeus Brown's title. The investigation revealed that there had not been any earlier dealings with Zacchaeus Brown's interest. Harry then served a written notice of his assignment to the executors. Thereafter, the executors received notices of the earlier assignments to Dele and Shade.

Examine the issues in this case.

4. Aniete secured a loan from Barclays Bank of Nig. PLC, using his real property as collateral security. Aniete defaulted in repaying the loan. Consequently, Barclays Bank decided to put Aniete's property up for sale. Aniete approached the Court and based his action on the doctrine of *Lis Pendens*. While the matter was pending in the Court, Barclays Bank sold the property to Fimihan.

Identify and discuss the issues in this hypothetical case.

5. Mr Sidhu and his wife jointly owned the property on which Ms. Van Dyke, the respondent, rented a cottage (Oaks Cottage). Mr Sidhu and his wife lived in the main homestead on the property, 100 metres away from Ms. Van Dyke. Ms. Van Dyke lived with her husband and small child. Towards the end of 1997, Mr. Sidhu and Ms. Van Dyke commenced a sexual relationship. In 1998 Mr. Sidhu promised Ms. Van Dyke that he was planning on subdividing the property and making a gift of Oaks Cottage to her. Ms Van Dyke's husband learned of the relationship and the respondent and her husband were later divorced. Mr. Sidhu assured Ms. Van Dyke not to be concerned with property settlement as she had the Oaks Cottage and did not need any settlement from her ex-husband. The relationship between Mr. Sidhu and Ms. Van Dyke continued for eight years, with Ms. Van Dyke performing unpaid work on the Homestead Block and not pursuing full-time employment under the assurances given by Mr Sidhu. As the relationship continued, Ms. Van Dyke sought confirmation of Mr. Sidhu's promise, and in 2000, Mr. Sidhu gave her a note confirming that he was willing to give her the cottage. When their relationship came to an end in 2006, Mr Sidhu refused to transfer the property on which Oaks Cottage is built to Ms. Van Dyke. Ms. Van Dyke commenced proceedings, and claimed that Mr. Sidhu was estopped from failing to fulfill his promises to her because she had acted in reliance on his assurance, which made her not seek full-time paid employment.

Examine the issues raised in this case and advise the parties.

6. Mr. Daniel Keat bought a wristwatch from Oritz Merchandise at the price of one hundred thousand Naira only. The following morning, Mr. Daniel Keat discovered that the wristwatch does not conform to the specifications agreed with Oritz Merchandise. Mr. Daniel Keat quickly informed Oritz Merchandise about his dissatisfaction. Thereafter, Oritz Merchandise promised to return the sum of thirty thousand Naira to Mr. Daniel Keat. However, Oritz Merchandise reneged on their promise and filed a suit for defamation against Mr. Daniel Keat.

Identify and discuss the issues in this transaction.