

from Alhaja Bilikisu somewhere in Ibadan. The cows were taken away despite Chief Marcus insistence that he had actually bought the cows.

(i) Citing relevant statutory provisions and decided cases, advise Chief Marcus on his claim to ownership of the cows. (5 marks)

(ii) Discuss the general rule in Section 21 of the Sale of Goods Act in relation to transfer of title by a non-owner and all the exceptions thereto, with the aid of relevant statutory and case law authorities. (12 ½ marks) Total = 17 ½ marks)

SECTION B

4. (i) What is Hire Purchase Agreement? (3 marks)

(ii) How is a Hire Purchase Agreement different from a credit sale? (2 marks)

(iii) Identify and discuss the features/characteristics of Hire Purchase Agreement at Common Law (12 ½ marks) Total = 17 ½ marks)

5. (a) Distinguish Hire Purchase from:

(i) Credit sale (ii) Conditional sale (iii) Equipment Leasing (iv) Mortgage of goods (8 Marks, 2 each)

(b) Mr Patrick approached Messrs Lovely Enterprises in December 2023 for the acquisition of ten (10) units of fire proof cabinets valued at N65,000 each. They both agreed that after making a down payment of N50%, the balance would be paid in two equal instalments. Mr Patrick paid the first instalment but defaulted in paying the last instalment. Lovely Enterprises has seized the fire proof cabinets from Mr Patrick and is equally asking for the payment of the outstanding sum on the cabinets. Citing relevant statutory and case law authorities, advise the parties. (9 ½ marks) Total = 17 ½ marks)

6. (a) Mention and discuss five (5) major abuses of hire purchase at Common Law (10 marks)

(b) Compare and contrast the cases of **Helby v. Matthews (1895)** and **Lee v. Butler (1893)** (7 ½ marks) Total = 17 ½ marks)