



OSUN STATE UNIVERSITY, OSOGBO

P. M. B. 4494, OSOGBO

COLLEGE OF LAW, IFETEDO CAMPUS

HA. 16

BACHELOR OF LAWS (LL.B) – PART II

HARMATTAN SEMESTER EXAMINATIONS, 2012/2013 ACADEMIC SESSION

PUL 201- CONSTITUTIONAL LAW I

INSTRUCTIONS: Question one is compulsory.

Answer Question 1 and any three other questions.

Make your handwriting legible.

Credit will be given for logical and clear presentation of materials.

TIME ALLOWED: 2^{1/2} Hours

1. "The concept of rule of law is of great antiquity. It is today an all pervading principle of law throughout the whole world. It is a feature which dominates the United Nations Charter, the European Convention of Human Rights, the African Charter on Human Rights and the Constitutions of common law Africa."

Evaluate its importance in Nigeria.

2. The Supreme Court in *Lakanmi v. Attorney-General of Western State* held the Forfeiture of Assets Validation Decree No. 45 of 1968 void for reason of its inconsistency with the Constitution. Examine the validity of this decision against the background of the legal effect of a successful revolution on the supremacy of the Constitution and the subsequent action of the Federal Military Government relating to the promulgation of the Federal Government (Supremacy and Enforcement of Powers) Decree 1970.
3. "[T]here is not much in a name, but there is so much in a name by way of definitions, amplification, restrictions and all that. Constitutions are named as federal, unitary and confederal, to mention the major ones. A federal government will mean what the Constitution writers say it means and this can be procured within the four walls of the Constitution and the four walls only. Therefore, a general definition of federalism or federal government may not be the answer to the peculiar provisions of a nation's Constitution which is the *fons et origo* of its legal system." (Per Niki Tobi, JSC in *Federal Republic of Nigeria v Alhaji Mika Anache & Ors* [2004] 1 SCM 36 at 66)

Taking the above position of His Lordship into consideration, to what extent could the Constitution of the Federal Republic of Nigeria 1999 be considered a truly federal Constitution?

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4. "Nigerians have never had the fortunes of a truly autochthonous constitution. In fact, talking of an autochthonous constitution without first convening a Sovereign National Conference is deceptive and illusory as the basis of our federalism and togetherness as a nation must just be re-negotiated if the phenomena of ethnic (or religious) militia (Boko Haram, Niger Delta militants, OPC, MASSOB etc), nepotism in government appointments and programmes, widespread official corruption and the likes were to fizzle out and our collective efforts were to be geared towards genuine national development and progress."

Appraise the above statement in the light of Nigeria's Constitution - making experience and the different viewpoints on the autochthony question.

- 5(a) "Each of the modern constitutional models is full of its flaws and merits and for a country to constitute itself into a world police insisting that only its constitutional model be adopted by all nations of the world is parochial and neocolonialistic."

Do you agree? Expound your position by evaluating the peculiar features of constitutional models, explaining why you may or may not recommend each of them.

- (b). "Where the concept of parliamentary supremacy holds sway, the Parliament is the supreme authority and law making fact of that society and its powers are without any form of limitations - constitutional or otherwise." Explain.

- 6.. Appraise the constitutional history of Nigeria during colonial rule.





OSUN STATE UNIVERSITY, OSOGBO

COLLEGE OF LAW, IFETEDO CAMPUS

P.M.B. 003, IFETEDO

BACHELOR OF LAWS (LL.B.) – PART II

HARMATTAN SEMESTER EXAMINATIONS, 2014/2015 ACADEMIC SESSION

PUL 201 – COSTITUTIONAL LAW I

INSTRUCTIONS: ANSWER FOUR QUESTIONS

Make your handwriting legible. Credit will be given for logical and clear presentation of answers

TIME ALLOWED: 2^{1/2} HOURS

1. "That a military government is a government under law and not one under rule of law is certain enough. What is not so certain is whether a civilian government within the Nigerian context is or had been any better. In fact, despite the supposed gains of democratic rule over despotic (military) regimes, the Nigerian experience has proved to be a conundrum (of contradictions) leaving one in doubt whether the supposed gains of the former are not after all illusory."

- (a) Examine the operation of the doctrine of rule of law under past military regimes in Nigeria.
 - (b) Assess the operation of the doctrine in Nigeria under the present democratic dispensation since 1999.

2. "Nigerians have never had the fortunes of a truly autochthonous constitution. In fact, talking of an autochthonous constitution without first convening a Sovereign National Conference is deceptive and illusory as the basis of our federalism and togetherness as a nation must just be re-negotiated if the phenomena of ethnic (or religious) militias (Boko Haram, Niger Delta militants, OPC, MASSOB etc), nepotism in government appointments and programmes, widespread official corruption and the likes were to fizzle out and our collective efforts were to be geared towards genuine national development and progress."

Appraise the above statement in the light of Nigeria's constitution making experience and the different viewpoints on the autochthony question.

3. The Supreme Court in *Lakanmi v Attorney-General of Western State* held the Forfeiture of Assets Validation Decree No. 45 of 1968 void for reason of its inconsistency with the Constitution. Examine the validity of this decision against the background of the legal effect of a successful revolution on the supremacy of the Constitution and the subsequent action of the Federal Military Government relating to the promulgation of the Federal Government (Supremacy and Enforcement of Powers) Decree 1970.

4. "The various classification schemes utilized in describing and discussing constitutions remain at best broad categories adopted for convenience sake to aid academic discourse with little or no pragmatic relevance. The reason is simple; most constitutions of the nations of the world readily admit the features of all of these broad categories."

Appraise the above statement, using the Nigerian constitution and that of any other country as your reference points.

5. "The concept of separation of powers was developed to promote the rule of law and prevent the exercise of arbitrary or absolute power by the Sovereign. Nevertheless, an absolute separation of powers is neither possible nor desirable for the good governance of any society."

React and examine the extent to which the concept of separation of powers is operative under Constitution of the Federal Republic of Nigeria 1999.

7. Analyse the meaning and features of federalism as a constitutional law concept. To what extent would you describe Nigeria as a true federation?
8. (a) "Each of the modern constitutional models is full of its flaws and merits, and for a country to constitute itself into a world police, insisting that only its constitutional model be adopted by all nations of the world is parochial and neo-colonialist."

Do you agree? Expound your position by evaluating the peculiar features of these models, explaining why you may or may not recommend each of them.

- (b) The formal sources of constitutional law depend on whether the constitution in question is written or unwritten. Explain.

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COLLEGE OF LAW
HARMATTAN SEMESTER EXAMINATION
2011 / 2012 ACADEMIC SESSION

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PUL 201 –CONSTITUTIONAL LAW

TIME: 2 HOURS 30 MINUTES

INSTRUCTION: Answer any four questions
Make your handwriting legible.
Credit will be given for logical and clear presentation of materials.

1. The National Assembly of the Federal Republic of Nigeria recently passed the Anti Terrorism and Related Offences Act 2011. The Act among others:
- (i) prescribed the death penalty for those convicted under it;
 - (ii) created a Special Anti Terrorism Tribunal under the chairmanship of a senior military officer to try those charged with offences under it;
 - (iii) Empowered the President to use his discretion to direct that certain persons charged with offences under the Act be tried by the Federal or State High Court
 - (iv) provided that those charged under it are not entitled to bail either by the police or the courts;
 - (v) permitted the use of torture in police interrogation of suspects; and
 - (vi) empowered the President to make regulations which may even alter some substantive provisions of the Act as may be necessitated by the socio-political realities of the nation.

Two non-governmental organizations have gone to court asking the court to declare the Act unconstitutional. One of the points raised by them is that the Act offends the constitutional doctrine of rule of law. The court has invited you as *amicus curiae* to address and advise the court on the issue of the application of rule of law to the case.

Prepare a comprehensive address to the court.

2. ... 'there is not much in a name, but there is so much in a name by way of definitions, amplification, restrictions and all that. Constitutions are named as federal, unitary and confederal, to mention the major ones. A federal government will mean what the Constitution writers say it means and this can be procured within the four walls of the Constitution and the walls only. Therefore, a general definition of federalism or federal government may not be the answer to the peculiar provision of a nation's Constitution which is the *fons et origo* of its legal system.' Per Niki Tobi JSC in *Federal Republic of Nigeria v. Alhaji Mika Anache & Ors* (2004) 1 (SCM 36 at 66)

Taking the above position of His Lordship into consideration, to what extent can the Constitution of the Federal Republic of Nigeria 1999 (as amended) be considered a truly federal constitution?

- 3(a) 'Where the concept of parliamentary supremacy holds sway, the parliament is the supreme authority and law making fact of that society and its power are without any form of limitations –constitutional or otherwise.' Discuss.

'This Constitution is supreme and its provisions shall have binding force on all authorities and persons throughout the Federal Republic of Nigeria' –Section 1, CFRN 1999.

Examine the true import and implication of the above provision on 'all authorities and persons' in Nigeria.

4. The peoples of the Federal Republic of Nigeria woke up in the morning of February 30, 2010 to the news of a successful *coup d' etat*. The Military immediately promulgated Decree No.1 of 2010 in which they suspended and modified certain provisions of the Constitution and made a decree superior to the Constitution or any other law. They also promulgated the Forfeiture of Assets Decree No.2 of 2010 in which they forfeited to the state, the assets of elected officials whom they have sacked from office. The decree also ousted the jurisdiction of the courts from entertaining any question related to any of its provisions. Mr. Konigba however decided to challenge the validity of these decrees in court contending that:
- (i) the Constitution being the embodiment of the will of the peoples of the Federal Republic of Nigeria remains the *Grundnorm* and Supreme Law of the land; and
 - (ii) the *coup d' etat* of February 30, 2010 was not a revolution in law as it was the Acting President that invited the military to take over the reigns of government in order to quell the rising tide of violence in the country.

The court being persuaded by the plaintiff's argument gave judgment in his favour. The military government swiftly reacted by promulgating Decree No. 15 2011 which invalidated the court's judgment, terminated all further legal actions in the matter and restated the supremacy of decrees over the Constitution. Mr. Konigba who intends to contest the validity of this decree has now approached you for advice. Advise him.

5. 'The various classification schemes utilized in describing and discussing constitutions remain at best broad categories adopted for convenience sake to aid academic disclosure with little or no pragmatic relevance. The reason is simple; most constitutions of the nations of the world readily admit the features of all of these broad categories.'

Appraise the above statement using the Nigerian Constitution and that of any other country as your reference points.

6. Attempt a comparative examination of the judiciary of the Republican Constitution and that of the Dominion Constitution.





OSUN STATE UNIVERSITY, OSOGBO
COLLEGE OF LAW, IFETEDO CAMPUS
HARMATTAN SEMESTER, 2019/2020 ACADEMIC SESSION
PART TWO LL.B EXAMINATIONS

JPL 201 – LAW OF CONTRACT 1
TIME: 3 HOURS

INSTRUCTIONS: 1. Answer four questions in all.

2. Make your handwriting legible.
3. Credit will be given for logical and clear presentation of materials.
4. Support your answers with judicial and statutory authorities.

... it is necessary to remember that there are agreements between parties which do not result in contracts within the meaning of that term in our law. The ordinary example is where parties agree to take a walk together, or where there is an offer and an acceptance of hospitality. Nobody would suggest in ordinary circumstances that those agreements result in what we know as a contract and one of the most usual forms of agreement which does not constitute a contract appears to me to be the arrangements which are made between husband and wife." (Per Atkin L.J in *Balfour v. Balfour* (1919) 2 KB 571)

Critically examine this statement.

2. Khalead, an Arabian had a telephone conversation with Limpex Nigeria Limited that he would supply 1000 gold wristwatches as part of the souvenirs which the company wishes to share at their annual general meeting. As a result of the amount involved and the quantity of goods to be supplied, the company insisted that he must sign a written agreement. He later visited Nigeria and the agreement was reduced to writing. Khalead signed the document with a staff of the company as witness. Khalead observed a slight discrepancy with the amount quoted which the company assured him was just a typographical error which would be corrected.

(a). Khalead on getting back to Saudi Arabia has approached you to advise him on the validity of the agreement claiming that there was a variation in the oral agreement and the written one which he did not understand at the time of signing as the contract was written in English until it was explained to him by his son 3 days later.

Give Khalead a detailed legal opinion.

(b). Khalead has also informed you that he took a lot of alcohol on the day the agreement was signed.

Based on this piece of information, advise Khalead.

3. Write **Full Notes** on any 3 of the following:

- i. Acceptance by Post
- ii. Capacity of an Infant to Contract

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- iii. Termination of an Offer
- iv. Cross Offer
- v. Invitation to Treat
- vi. Communication of Acceptance.

4. Discuss the exception(s) to the rule that payment of a smaller sum cannot fully and finally discharge the obligation to pay a bigger sum.

5. Duro and Maja are two jolly friends who intend to buy a **Kia Cerato** saloon car for their Christmas celebrations. They approached Olokolade, a car dealer for that purpose. Duro pointed to a car of his own choice- a red colour saloon car. Olokolade quickly boasted to Duro that the car was perfectly sound. Maja peeped into the car and demanded that the car engine be started. Olokolade interrupted him saying "you need not bother yourself, the car is sound"

Both Duro and Maja bought their respective chosen cars. Barely three months after the purchase, Duro's car broke down on the highway. The engine was later discovered to have knocked. Meanwhile, Maja's car has been smoking profusely barely two months after purchase and is no longer suitable for use. Both of them intend to institute an action against Olokolade.

Advise the parties.

6. (a) With the aid of decided cases, discuss the rules for distinguishing between a 'term' from a mere representation.

(b) Miss Pepeye has bought a white satin lace in preparation for her wedding. She approached the best designer in town, Miss Tailor, to sew the wedding dress. She was given a catalogue from which she selected the type she wanted. She however expressly informed Miss Tailor to use pink buttons instead of white and make the neck V-shape instead of round shape. Upon receiving the dress which was delivered on the morning of the wedding day, to the utter dismay of Miss Pepeye, these two express terms were not complied with by Miss Tailor. All the friends of Miss Pepeye told Miss Pepeye that the mistake was not as fatal as she thought and urged her not to be upset.

Advise the parties.



OSUN STATE UNIVERSITY,

BACHELOR OF LAWS (LL.B.) – 200L

HARMATTAN SEMESTER EXAMINATIONS, 2017/2018 ACADEMIC SESSION

COURSE TITLE – LAW OF CONTRACT I

COURSE CODE : JPL 201

INSTRUCTION: ANSWER ANY FOUR QUESTIONS. CREDIT WILL BE GIVEN FOR GOOD ILLUSTRATIONS AND CLARITY OF EXPRESSIONS. SUPPORT YOUR ANSWERS WITH RELEVANT STATUTORY AND JUDICIAL AUTHORITIES.

TIME ALLOWED: 3 HOURS

1. (a). With the aid of decided cases, discuss the elements of offer.
- (b). Mr. Dada was planning to design his vacant land at Lekki into a housing estate for commercial purpose. He invited Messrs Archview, a firm of architects, for a meeting at which he generally briefed them about the idea. Without any further instruction, Messrs Archview prepared a design of the proposed estate and sent it to Mr. Dada with a bill of N250,000.00

The firm is contemplating suing Mr. Dada when he refused to pay

Advise the parties.

2. A loan scheme is available to importers and exporters of goods in Nigeria under an arrangement whereby commercial banks are required to process applications submitted by exporters to the commercial banks and send them to Jubilee Export Bank for approval. Jubilee Export Bank will then grant the application on the condition that the commercial Banks will remain primarily responsible to repay the loan to Jubilee Export Bank. In pursuance of this arrangement, New Generation Company Ltd applied to Express Bank Plc, a commercial Bank, for a loan of N100m. Express Bank Plc successfully processed and secured the loan in full from Jubilee

Archview v Dada
Ajayi v Lee
Powell v Lee

Export Bank for the use of New Generation Company Ltd. Express Bank Plc conveyed the approval of the application and the conditions which the New Generation company must fulfill before it could utilize the facility and requested the Company to "sign and return a duplicate copy of the letter" within 48 hours. However, the Managing Director of New Generation Company was out of the country when the letter was delivered. In order to meet the deadline, he sent an e-mail to the General Manager of Express Bank Plc the following day confirming his company's acceptance. The General Manager of Express Plc could not open his mail until one week later because the internet server of the bank had been damaged by a thunderstorm. Express Bank Plc was unwilling to go on with the contract by the time the managing Director of New Generation Company returned to the country.

Advise the parties. Would your answer have been different if the Managing Director of New Generation Company had accepted by post?

3. There should be no room in the proper flow of commerce for some purgatory where statements made by a businessman after hard bargaining and made to induce another business person to enter into business transaction would, without any express statement to that effect, reside in the twilight zone of merely honourable engagement.

Carefully analyse this statement as it relates to intention to create legal relation

4. Infants are not generally bound by any contract they entered into. Examine the validity or otherwise of this statement
5. Discuss the rule that consideration must be sufficient but it need not be adequate, using relevant cases to illustrate your answer, and highlighting how far, if at all, the rule has been changed.

6. Mr. and Mrs. Jolly Chekwemeka checked into Derite Luxury Hotel, Aba to spend 3 days out of their annual vacation. At the reception, Mr. Jolly paid the sum of N30,000.00 and was issued a receipt and unshared into Room 31 on the 3rd floor of the magnificent Five star hotel. Immediately after entering the room, Mrs. Jolly Chekwemeka sighted a notice on the back of the door of their room which reads "the management of the Derites Luxury hotel" disclaims liability for loss of jewelries and other valuable properties' but treated the exclusion clause with a pinch of salt.

Nash v Inman
Doyle v White
Thomas v Thomas
Chaplo v Hottle





OSUN STATE UNIVERSITY, OSOGBO

COLLEGE OF LAW, IFETEDO CAMPUS

BACHELOR OF LAWS (DLB) - PART II

HARMATTAN SEMESTER EXAMINATION, 2021/2022 ACADEMIC SESSION

JPL 201 - LAW OF CONTRACT I

TIME ALLOWED: 3 HOURS

HA. 13

- INSTRUCTIONS:**
1. Answer any four questions.
 2. Make your handwriting legible.
 3. Credit will be given for logical and clear presentation of materials.
 4. Support your answers with statutory and judicial authorities.

1. To what extent is it true that knowledge of an offer is immaterial to the existence of a contract with reference to the decision in *R v Clarke* (1927)?

2. Mr. Falana, a business tycoon was indebted to the Great Merchant Bank Limited to the tune of N6.5m (six million, five hundred thousand naira) only in 2020, The bank's board of directors at their Annual General Meeting resolved to take action in the appropriate courts for the recovery of the debt and foreclosure of all assets belonging to Mr. Falana in any other bank or financial institution. Segun, a close friend of Mr. Falana issued a cheque of N3m (three million naira) in favour of Great Merchant Bank on behalf of Mr. Falana but the cheque bounced upon presentation. Mr. Falana who knows the consequences of using a bounced cheque quickly rushed to the Bank and assured them of his willingness to pay up every kobo he owes on or before the 31st January, 2022. Consequently, the bank jettisoned the idea of taking legal action. On the 25th day of February, 2022, the bank approached Mr. Falana for the money which he still could not pay. Consequently, the bank resolved to institute an action against Mr. Segun for his conduct, but the latter argued that he was not responsible for the money owed and that no consideration was given him for his promise to pay on behalf of Mr. Falana.

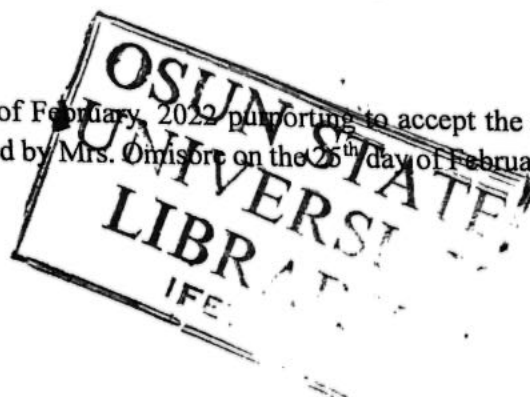
Advise the parties on their legal rights and liabilities with the aid of decided authorities.

3. 'The decisions in *Jones v Padavatton* and *Parkar v Clarke* are irreconcilable.' Discuss.

4. Mrs Omisore made a written offer to Mr. Tolu on 30th of January, 2022 which contained the following prescription:

"Please write by return of Telex whether you accept our offer"

Mr. Tolu on the 15th of February, 2022 purporting to accept the offer sent his reply by post. The letter was received by Mrs. Omisore on the 25th day of February, 2022 by which time Mrs.



Omisore had sold her property to Mr. Innocent on the 10th day of February, 2022. Mr. Tolu is intent on suing Mrs. Omisore for breach of contract and had contacted you for advice.

Advise him.

5. 'As held in *L'estraneg v Graucab* (1934), a party who put his signature to a document is bound by what he has signed whether or not he read it before signing, unless when he was induced to sign it by misrepresentation or fraud.'

Discuss the validity or otherwise of the above statement with particular reference to decided authorities.

6. Mr. Ologundudu, a wealthy man of Iberekodo Village was about to give his daughter, Modupe's hand in marriage to Lawal, the son of Ajeboriogbon. Mr. Ologundudu and Mr. Ajeboriogbon agreed that on the day of the wedding each of them would pay N500,000 to Mr. Lawal (the bride groom). Mr. Ologundudu paid his share but Mr. Ajeboriogbon did not. Mr. Lawal now sued Mr. Ajeboriogbon (his father) for the outstanding N500,000.

Discuss the legality of the action with reference to judicial authority.





OSUN STATE UNIVERSITY, OSOGBO

COLLEGE OF LAW, IFETEDO CAMPUS

BACHELOR OF LAWS (LLB) - PART II

HARMATTAN SEMESTER EXAMINATION, 2021/2022 ACADEMIC SESSION

JPL 201 - LAW OF CONTRACT

TIME ALLOWED: 3 HOURS

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- INSTRUCTIONS:**
1. Answer any four questions.
 2. Make your handwriting legible.
 3. Credit will be given for logical and clear presentation of materials.
 4. Support your answers with statutory and judicial authorities.

1. To what extent is it true that knowledge of an offer is immaterial to the existence of a contract with reference to the decision in *R v Clarke* (1927)?

2. Mr. Falana, a business tycoon was indebted to the Great Merchant Bank Limited to the tune of N6.5m (six million, five hundred thousand naira) only in 2020, The bank's board of directors at their Annual General Meeting resolved to take action in the appropriate courts for the recovery of the debt and foreclosure of all assets belonging to Mr. Falana in any other bank or financial institution. Segun, a close friend of Mr. Falana issued a cheque of N3m (three million naira) in favour of Great Merchant Bank on behalf of Mr. Falana but the cheque bounced upon presentation. Mr. Falana who knows the consequences of using a bounced cheque quickly rushed to the Bank and assured them of his willingness to pay up every kobo he owes on or before the 31st January, 2022. Consequently, the bank jettisoned the idea of taking legal action. On the 25th day of February, 2022, the bank approached Mr. Falana for the money which he still could not pay. Consequently, the bank resolved to institute an action against Mr. Segun for his conduct, but the latter argued that he was not responsible for the money owed and that no consideration was given him for his promise to pay on behalf of Mr. Falana.

Advise the parties on their legal rights and liabilities with the aid of decided authorities.

3. 'The decisions in *Jones v Padavatton* and *Parkar v Clarke* are irreconcilable.' Discuss.

4. Mrs Omisore made a written offer to Mr. Tolu on 30th of January, 2022 which contained the following prescription:

"Please write by return of Telex whether you accept our offer"

Mr. Tolu on the 15th of February, 2022 purporting to accept the offer sent his reply by post. The letter was received by Mrs. Omisore on the 25th day of February, 2022 by which time Mrs.





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COLLEGE OF LAW, IFETEDO CAMPUS
BACHELOR OF LAWS (LL.B.) – PART II
HARVEST SEMESTER EXAMINATION, 2020/2021 SESSION

JPL 201 – LAW OF CONTRACT I
TIME ALLOWED: 3 HOURS

- INSTRUCTIONS:**
1. Answer any four questions.
 2. Make your handwriting legible.
 3. Credit will be given for logical and clear presentation of materials.
 4. Support your answers with statutory and judicial authorities.

1. Mr. Adeoye offered to sell his property at Isale Ife, in Osun State to Madam Kofo at N4 Million net cash. Mr. Adeoye granted a six months option to Madam Kofo to purchase the property. The offer stipulated that option was to be accepted "by Notice in writing" to Mr. Adeoye. Madam Kofo sent a written acceptance by ordinary post, but this was never received by Mr. Adeoye. Madam Kofo claimed that she had made a valid acceptance as soon as the letter of option was posted.
Advise the parties with the aid of decided authorities.

2(a). Discuss the exceptions to the rule that payment of a smaller sum cannot fully and finally discharge the obligation to pay a bigger sum.

3. ABZ Co. Ltd. on 13th March 2018 made a written offer to sell his Whitehouse Estate to Dideolu and offer to be left open until 17th March 2018 at 9 am prompt. On the evening of 16th March 2018, Mr. Dideolu was informed by Mr. Gbeberun that ABZ Co, Ltd. was negotiating to sell the property to someone else. The same evening Mr. Dideolu delivered a letter of acceptance to the sender's address and followed it up to the next day with personal delivery through his agent. ABZ Co. Ltd had indeed on 16th March signed a definite undertaking to sell to someone else. The company thus had no choice than to turn down Mr. Dideolu's purported acceptance. Mr. Dideolu now approaches you on his intention to take legal action. **Advise him with the aid of decided authorities.**

4. "It is outside the statutory and primary duty of the court to inquire as to whether the consideration given by a party is commensurate with that of another, as long as whatever given has some economic value." **Discuss the relevance of the above statement with particular reference to the doctrine of consideration.**

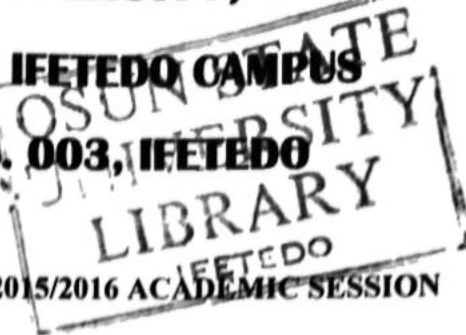
5. With the aid of decided cases, discuss the rules for distinguishing "term" from a mere representation"

6. "Infants are not generally bound by the contract they entered into." **Does this statement always remain valid? Justify your position with the aid of decided authorities.**

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P.M.B. 003, IFETEDO



BACHELOR OF LAWS (LL.B.) – PART II
HARMATTAN SEMESTER EXAMINATIONS, 2015/2016 ACADEMIC SESSION
COURSE TITLE – LAW OF CONTRACT I
COURSE CODE : JPL201

INSTRUCTIONS: ANSWER ANY FOUR QUESTIONS

Legible handwriting and logical expression of answers are important. Credit will be given for logical and clear presentation of materials. Support your answers with statutory and judicial authorities

1. "The distinction between an invitation to treat and an offer may be well established; difficulties still exist in distinguishing between the two terms in a few practical situations."

To what extent is this statement correct?

2. Mr. Alagidi by a letter dated the 1st December 2012 applied for 20,000 shares of 50K each from Egunje Plastic Manufacturing Industries Limited. The company wrote a letter accepting Mr. Alagidi's application for shares and handed it to Mr. Baseje, an employee of the company to be posted early on the 2nd December, 2012. Mr. Baseje took the letter to the Post Office at about 8 am in the morning and handed it over to Mr. Akirisore at Abule-Okuta, on his way to Iberekodo district Office where he posted the letter but did not reach Mr. Alagidi until 8.30pm.

Meanwhile, Mr. Alagidi had earlier on written a letter withdrawing his offer which was received at Egunje Plastic Manufacturing Industries Limited by 9.30am.

The companies later ran into liquidation and intended to sue for the value of shares allotted to Mr. Alagidi, Mr. Alagidi refused to pay on the ground that he has indicated in writing that he is no longer interested in the shares.

Advise the parties with the aid of decided authorities.

3. Duro and Maja are two jolly fiends who intend to buy KIA CERATO saloon cars for their Christmas Celebration. They approached Olokolade, a car dealer, for that purpose. Duro pointed to a car of his own choice – a red colour saloon car. Olokolade quickly boasted to Duro that the car was presently sound. Maja peeped into the car and demanded that the car engine be started. Olokolade interrupted him saying "you need not bother yourself, the car is sound."

Both Duro and Maja bought their respective chosen cars. Barely three months after the purchase, Duro's car broke down on the highway while the engine was discovered to have knocked. Meanwhile, Maja's car has been smoking profusely barely two months

after the purchase and is no longer suitable for use. Both of them intend to institute a civil suit against Olokolade. Advise the parties.

4. "The law does not proclaim the existence of a contract merely because of the presence of mutual promises. To make a contract enforceable, the parties to it must clearly evince an intention to create legal relations." Discuss
5. Mr. Aduroja, by a publication in one of the popular newspapers offers to sell his four blocks of duplex flats at G.R.A, Osogbo to Mr. Godswill at the rate of #100m (One hundred million naira). The offer was left open until Friday the 29th April 2016 at 9 a.m. in the morning on Thursday 28th April 2016, Mr. Godswill was informed by his neighbour, Madam Gbeborun that Mr. Aduroja was negotiating to sell the said property to someone else. The same evening, Mr. Godswill delivered a letter of acceptance to the sender's address and followed it up the next Friday with the personal delivery through his agent with the duplicate copy of the letter of acceptance. However, on Thursday, Mr. Aduroja had signed a definite undertaking to sell the property to Mr. Goodluck.
- a) Mr. Godswill intends to sue Mr. Aduroja, advise him with the aid of decided authorities
- b) Would the position be different if Mr. Godswill had on Wednesday the 28th April sent a paltry sum of N1,000,000 (One Million naira) only to Mr. Aduroja.
6. On the 8th of March, 2012, Ezechi & Company (Ezeco), a Lagos based company received a consignment of Plasma Television sets from Japan. The company placed an advertisement in Century Newspapers describing the qualities of the television set and inviting interested persons to come and buy them at a unit price of N500,000.00 on "cash and carry basis". On the same day, the General Manager of Ezeco called one of their regular customers, Jideofor if he would buy a minimum of 5 sets at the rate of N450,000.00 per set. Jideofor immediately accepted and posted a letter of acceptance to which he attached a cheque for N4.5 million being payment for 10 sets. Meanwhile, on the 10th of March, Mr. Alaba visited Ezeani's warehouse and paid for all the 50 sets of television available on the spot. Before Mr. Alaba could conclude arrangements to transport the television sets to his warehouse, Mr. Haruna came all the way from Kano in response to the advertisement with a sum of N1m for two sets of the television. Jideofor's letter of acceptance was received by Ezeco on 12th March 2008. Ezeco was unable to supply Jideofor and Mr. Haruna, The Solicitors of Jideofor and Mr. Haruna have written to Ezeco demanding for damages for breach of contract.

Advise the parties.

7. Distinguish between an exclusion clause, a limiting clause and an agreed-damage clause and highlight the rules governing the applicability or otherwise of an exclusion clause.



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BACHELOR OF LAWS (LLB) – PART II

HARMATIAN SEMESTER EXAMINATION, 2021/2022 ACADEMIC SESSION

LPL 201 – LAW OF CONTRACT I

TIME ALLOWED: 3 HOURS

INSTRUCTIONS:

1. Answer any four questions.
2. Make your handwriting legible.
3. Credit will be given for logical and clear presentation of materials.
4. Support your answers with statutory and judicial authorities.

1. To what extent is it true that knowledge of an offer is immaterial to the existence of a contract with reference to the decision in *R v Clarke* (1972)?

Gibbons v Buckton

2. Mr. Falana, a business tycoon was indebted to the Great Merchant Bank Limited to the tune of N6.5m (six million, five hundred thousand naira) only in 2020, The bank's board of directors at their Annual General Meeting resolved to take action in the appropriate courts for the recovery of the debt and foreclosure of all assets belonging to Mr. Falana in any other bank or financial institution. Segun, a close friend of Mr. Falana issued a cheque of N3m (three million naira) in favour of Great Merchant Bank on behalf of Mr. Falana but the cheque bounced upon presentation. Mr. Falana who knows the consequences of using a bounced cheque quickly rushed to the Bank and assured them of his willingness to pay up every kobo he owes on or before the 31st January, 2022. Consequently, the bank jettisoned the idea of taking legal action. On the 25th day of February, 2022, the bank approached Mr. Falana for the money which he still could not pay. Consequently, the bank resolved to institute an action against Mr. Segun for his conduct, but the latter argued that he was not responsible for the money owed and that no consideration was given him for his promise to pay on behalf of Mr. Falana.

Advise the parties on their legal rights and liabilities with the aid of decided authorities.

3. 'The decisions in *Jones v Padavatton* and *Parkar v Clarke* are irreconcilable.' Discuss.

4. Mrs Omisore made a written offer to Mr. Tolu on 30th of January, 2022 which contained the following prescription:

"Please write by return of Telex whether you accept our offer"

Mr. Tolu on the 15th of February, 2022 purporting to accept the offer sent his reply by post. The letter was received by Mrs. Omisore on the 25th day of February, 2022 by which time Mrs.

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BACHELOR OF LAWS (LLB) - PART II
SEMESTER EXAMINATION 2021/2022 ACADEMIC SESSION
CONTRACT I

Omisore had sold her property to Mr. Innocent on the 10th day of February, 2022. Mr. Tolu is intent on suing Mrs. Omisore for breach of contract and had contacted you for advice.

Advise him.

5. 'As held in *L'estraneg v Graucab* (1934), a party who put his signature to a document is bound by what he has signed whether or not he read it before signing, unless when he was induced to sign it by misrepresentation or fraud.'

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Discuss the validity or otherwise of the above statement with particular reference to decided authorities.

6. Mr. Ologundudu, a wealthy man of Iberekodo Village was about to give his daughter, Modupe's hand in marriage to Lawal, the son of Ajeboriogbon. Mr. Ologundudu and Mr. Ajeboriogbon agreed that on the day of the wedding each of them would pay N500,000 to Mr. Lawal (the bride groom). Mr. Ologundudu paid his share but Mr. Ajeboriogbon did not. Mr. Lawal now sued Mr. Ajeboriogbon (his father) for the outstanding N500,000.

Discuss the legality of the action with reference to judicial authority.





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BACHELOR OF LAWS (LL.B.) – PART II

INTERMEDIATE SEMESTER EXAMINATION, 2020/2021 SESSION

PL 201 – LAW OF CONTRACT I
TIME ALLOWED: 3 HOURS

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INSTRUCTIONS:

1. Answer any four questions.
2. Make your handwriting legible.
3. Credit will be given for logical and clear presentation of materials.
4. Support your answers with statutory and judicial authorities.

1. Mr. Adeoye offered to sell his property at Isale Ife, in Osun State to Madam Kofo at N4 Million net cash. Mr. Adeoye granted a six months option to Madam Kofo to purchase the property. The offer stipulated that option was to be accepted "by Notice in writing" to Mr. Adeoye. Madam Kofo sent a written acceptance by ordinary post, but this was never received by Mr. Adeoye. Madam Kofo claimed that she had made a valid acceptance as soon as the letter of option was posted. Advise the parties with the aid of decided authorities.

2(a). Discuss the exceptions to the rule that payment of a smaller sum cannot fully and finally discharge the obligation to pay a bigger sum.

3. ABZ Co. Ltd. on 13th March 2018 made a written offer to sell his Whitehouse Estate to Dideolu and offer to be left open until 17th March 2018 at 9 am prompt. On the evening of 16th March 2018, Mr. Dideolu was informed by Mr. Gbeberun that ABZ Co, Ltd. was negotiating to sell the property to someone else. The same evening Mr. Dideolu delivered a letter of acceptance to the sender's address and followed it up to the next day with personal delivery through his agent. ABZ Co. Ltd had indeed on 16th March signed a definite undertaking to sell to someone else. The company thus had no choice than to turn down Mr. Dideolu's purported acceptance. Mr. Dideolu now approaches you on his intention to take legal action. Advise him with the aid of decided authorities.

4. "It is outside the statutory and primary duty of the court to inquire as to whether the consideration given by a party is commensurate with that of another, as long as whatever given has some economic value." Discuss the relevance of the above statement with particular reference to the doctrine of consideration.

5. With the aid of decided cases, discuss the rules for distinguishing "term" from a mere representation"

6. "Infants are not generally bound by the contract they entered into." Does this statement always remain valid? Justify your position with the aid of decided authorities.

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BACHELOR OF LAWS (LL.B.) - PART II

2012/2013 Harmattan Semester Examination

JPL 201 -Law of Contract I

INSTRUCTIONS : Answer any 4 questions.

Legible handwriting and logical expression of answers are important. Support your answers with statutory and judicial authorities.

Time Allowed: 2¹/₂ hours

1. On the 8th of March, 2012, Ezechi & Company (Ezeco), a Lagos based company received a consignment of Plasma television sets from Japan. The company placed an advertisement in Century Newspapers describing the qualities of the television sets and inviting interested persons to come and buy them at N500,000.00 per unit on "cash-and-carry basis". That same day, the General Manager of Ezeco called one of their regular customers, Jideofor, offering him the television set for N450,000.00 per set if Jideofor would buy a minimum of 5 sets. Jideofor immediately accepted and posted a letter of acceptance to which he attached a cheque for N4.5 million, being the price for 10 sets. Meanwhile, on the 10th of March, Mr. Alaba, visited Ezeco's warehouse and paid for all the 50 sets of television available on the spot. Before Mr. Alaba could conclude arrangement to transport the television sets to his warehouse, Mr. Haruna came all the way from Kano in response to the advertisement with a sum of N1m for two sets of the television. Ezeco received Jideofor's letter of acceptance on the 12th March, 2012. Ezeco was unable to supply the orders of Jideofor and Mr. Haruna. The solicitors to Jideofor and Mr. Haruna have written to Ezeco demanding for damages for breach of contract.

Advise the parties with the aid of decided cases.

2. Mr. Alagidi, by a letter dated the 1st day of December, 2011, applied for 20,000 shares of 50k each in Egunje Plastic Manufacturing Industries Plc. The company wrote a letter accepting Mr. Alagidi's application for shares and handed it to Mr. Baseje, an employee of the company, to be posted early on the 2nd day of December, 2011. Mr. Baseje took the letter to the Post Office at about 8a.m. in the morning and handed it over to Mr. Akirisore at Abule-Okuta, on his way to Iberekodo district office where he posted the letter which did not reach Mr. Alagidi until 8.30p.m.

Meanwhile, Mr. Alagidi had earlier on written a letter withdrawing his offer which Egunje Plastic Manufacturing Industries Limited received at 9.30a.m. The company is to liquidation and seeks to sue for the value of the shares it allotted to Mr. Alagidi.



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BACHELOR OF LAWS (LLB) – PART II

HARMATTAN SEMESTER EXAMINATION, 2022/2023 ACADEMIC SESSION

PUL 201 – CONSTITUTIONAL LAW I

TIME ALLOWED: 3 HOURS

INSTRUCTIONS:

1. Answer two questions each from section A (including compulsory no. 1) and section B. Answer four questions in all.
2. Make your handwriting legible.
3. Credit will be given for logical and clear presentation of materials.
4. Support your answers with statutory and judicial authorities.

SECTION A: ANSWER QUESTION NO. 1 and any other ONE QUESTION OF YOUR CHOICE

1. In the light of the dictum of Adolphus Godwin Karibi-Whyte, JSC (as he then was) in *Dokun Ajayi Labiyi & ors v Alhaji Mustapha Moberuagba Anretiola* (1992) 10 SCNJ 1, would you consider military rule an aberration in the governance of Nigeria?

Support your answers with statutory and judicial authorities on the constitutional status of military regimes (25 marks)

2. Discuss, succinctly, the scope of the doctrine of Separation of Powers under the Nigerian constitutional law (10 marks)

3. What would you consider the purpose/functions of a Constitution? (10 marks)

SECTION B: ANSWER ANY TWO QUESTIONS

4. "The various classification schemes utilized in describing and discussing constitutions remain at best broad categories adopted for convenience sake to aid academic discourse with little or no pragmatic relevance. The reason is simple; most constitutions of the nations of the world readily admit the features of all of these broad categories."

Appraise the above statement using the Nigerian Constitution and that of any other country as your reference points. (17.5 marks)

5. "Each of the modern constitutional models is full of its flaws and merits and for a country to constitute itself into a world police insisting that only its constitutional model be adopted by all nations of the world is parochial and neocolonialistic."

Do you agree? Expound your position by evaluating the peculiar features of these models, explaining why you may or may not recommend each of them. (17.5 marks)

6. "The Constitution is the *grundnorm* of the legal system – the fountain, the root from which flows the validity of all other laws. It is also a fact that virtually all contemporary states have



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constitutions which are supposed to underlie the running of their national and subnational governments. It has however been noted that possession and publication of a constitution does not make a government constitutional."

With copious references to the Nigerian Government and same of other countries, discuss the features of a constitutional government. (17.5 marks)

JPL 203

2020/2021



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BACHELOR OF LAWS (LLB) – PART II

HARMATTAN SEMESTER EXAMINATION, 2021/2022 ACADEMIC SESSION

PUL 201 – CONSTITUTIONAL LAW I

TIME ALLOWED: 3 HOURS

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- INSTRUCTIONS:**
1. Answer two questions each from section A and section B. Answer four questions in all.
 2. Make your handwriting legible.
 3. Credit will be given for logical and clear presentation of materials.
 4. Support your answers with statutory and judicial authorities.

SECTION A: ANSWER QUESTION No. 1 AND ONE OTHER QUESTION

1. In *A Constitutional History of Nigeria* (1982:vii), B O Nwabueze sets out to discuss "the nature of each of these constitutions, the sources . . . from which they derived authority as the supreme law for the country, and the forms of government which they instituted" but excluding "the factors which brought about the change from one constitution to another" and "the processes by which some of the constitutions were made".

Would you consider this attempt an exhaustive delimitation of the scope of the subject matter of Constitutional Law?

2. According to the Court of Appeal in the case of *Hon Abdullahi M Ahmad v Sokoto State House of Assembly* (2002) 44 WRN 52, "the same person should not be part of more than one of the three arms of government . . . one arm should not dominate or control another arm . . . one arm should not attempt to usurp the functions of the other".

Examine, succinctly, the theory and practice of this idea under the 1999 Constitution of the Federal Republic of Nigeria.

3. For Professor Albert Venn Dicey, the Rule of Law is "one of the most marked peculiarities of English life" which has remained "full of vagueness and ambiguity".

Of what relevance then, if any, is the concept under the Nigerian Constitutional Law?

SECTION B: ANSWER ANY TWO QUESTIONS

4. 'Unending questions continue to be raised about the validity of the federal status of the Constitution of the Federal Republic of Nigeria (CFRN) 1999 (as altered). Beyond the autochthony and legitimacy questions, critics have also wondered if the military has not simply been true to type (taking its top-down command structure into consideration) in bequeathing Nigerians with a "unitary" Constitution in the borrowed garments of a "federal" one.'



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PART II

React, making a comprehensive assessment of the extent to which the CFRN 1999 can be termed 'federal'.

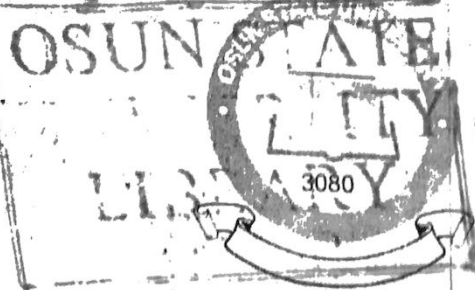
5. (a) "The concept of parliamentary sovereignty, where applicable, obtains without any limitation." Discuss.

(b). To what extent is the concept of constitutional supremacy applicable in Nigeria?

6. 'The decision of the Supreme Court in *Lakanmi v Attorney General, Western State* has been a subject of much contestation. One of the critics even contended that it seems the Supreme Court misdirected itself on the legal nature of a revolution and its consequent effect on the supremacy of the Constitution.'

Clearly explain your position on the subject matter of this criticism.

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BACHELOR OF LAWS (LL.B) - PART II
FIRST SEMESTER EXAMINATION, 2018/2019 ACADEMIC
SESSION
PUL 201- CONSTITUTIONAL LAW - I

CHOICE OF QUESTIONS: ANSWER ANY FOUR QUESTIONS

TIME ALLOWED: 3 HOURS

INSTRUCTION:

Answer any four questions.

Make your handwriting legible.

Credit will be given for logical and clear presentation of answers.

1. "Unending questions continue to be raised about the validity of the federal status of the Constitution of the Federal Republic of Nigeria (CFRN) 1999 (as altered). Beyond the autochthony and legitimacy questions, critics have also wondered if the military has not simply been true to type (taking its top-down command structure into consideration) in bequeathing Nigerians with a "unitary" Constitution in the borrowed garments of a "federal" one."

React, making a comprehensive assessment of the extent to which the CFRN 1999 can be termed "federal".

2. 'The various classification schemes utilized in describing and discussing constitutions remain at best broad categories adopted for convenience sake to aid academic discourse with little or no pragmatic relevance. The reason is simple; most constitutions of the nations of the world readily admit the features of all of these broad categories.'

Appraise the above statement using the Nigerian Constitution and that of any other country as your reference points.

3. The Federal Military Government under General Yakubu Gowon promulgated the *Federal Government (Supremacy and Enforcement of Powers) Decree 1970* to primarily render nugatory the Supreme Court's decision in *Lakanmi v. Attorney-General of Western State* which among others held the Forfeiture of Assets Validation Decree No. 45, 1968 void for reason of its inconsistency with the 1963 Constitution.

Examine the validity of this decree against the background of issues surrounding the concept of constitutional supremacy in the event of a successful revolution.



4. Review the term "separation of powers" as a constitutional concept. Support your presentation with pertinent provisions of the CFRN 1999 and relevant decided cases in a quest to determine the extent to which the concept is operative under the Constitution.
5. "Law and order must be maintained in the interest of citizens and the state itself. It is a condition however, that in maintaining law and order, the state and its agencies must act within the law and Constitution."

Discuss, fully explicating the constitutional doctrine in focus here.

- 6(a). "Where the concept of parliamentary supremacy holds sway, the Parliament is the supreme authority and law making fact of that society and its powers are without any form of limitations – constitutional or otherwise." **Discuss**
- (b). The formal sources of constitutional law depends on whether the constitution in question is written or unwritten. **Explain.**

